

Board of Supervisors

Patrick G. Call
Chairman
District 1

Ann English
Vice-Chairman
District 2

Richard R. Searle
Supervisor
District 3



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Arlathe G. Rios
Clerk

AGENDA FOR REGULAR BOARD MEETING

Tuesday, July 8, 2014 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of June 24, 2014.

Community Development

2. Adopt Zoning Ordinance 14-07, approving Docket Z-14-06, amending the zoning district designation for parcel 120-02-001E to RU-2 from RU-2, pursuant to the request of applicant Ken Ryan.
3. Approve the renewal of Contract No. IFB 10-66-HFP-04 for emulsified asphalt products for the Community Development Highway and Floodplain Division to Western Emulsions, Inc. in the not to exceed amount of \$600,000 for the period of August 1, 2014 through July 31, 2015.

County Attorney

4. Approve the renewal of Crime Victim Assistance Grant No. VA-15-019, in the amount of \$21,044 between the Arizona Criminal Justice Commission and Cochise County Attorney's Office, for the period July 1, 2014 to June 30, 2015.
5. Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement in the amount of \$157,304 between the Arizona Criminal Justice Commission and Cochise County for the period July 1, 2014 through June 30, 2015.
6. Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-14-2329 in the amount of \$120,568 between the City of Tucson and Cochise County for the period January 1, 2014 through December 31, 2015.

County Treasurer

7. Adopt Resolution 14-20, establishing a revolving line of credit for the County from JP Morgan Chase Bank, N.A. pursuant to A.R.S. Section 11-604.01 and authorize the County Treasurer to enter into an agreement with the bank to provide the line of credit to the County for all districts on the attached Schedule 1-A.
8. Adopt Resolution 14-21, approving the form and authorizing the execution and delivery of a Line of Credit agreement for Cochise County between the Treasurer of Cochise County and J.P. Morgan Chase Bank ratifying all actions taken to date with respect to the Line of Credit Agreement.

Court Administration

9. Approve Amendment B to the Court Consolidation Agreement between Cochise County and the City of Sierra Vista, effective July 1, 2014 through June 30, 2015.

Elections & Special Districts

10. Adopt Resolution 14-19, canceling the Election of certain Precinct Committeemen for the 2014 Primary Election and appointing all candidates that filed to run for Precinct Committeemen for those precincts in which no election is required.

Juvenile Probation

11. Approve Proclamation declaring July 13 through July 19, 2014 as Probation, Parole and Community Supervision Week.

PUBLIC HEARINGS

Solid Waste

12. Adopt Resolution 14-16, authorizing a \$1.50 increase to the Solid Waste rate for Fiscal Year 2014-15 from \$53.50 to \$55.00 per ton tipping fee, effective August 8, 2014.
13. Adopt Resolution 14-17, authorizing a \$6.50 increase to the Solid Waste Construction and Demolition disposal rate for Fiscal Year 2014-15 from \$53.50 to \$60.00 per ton tipping fee effective August 8, 2014.

14. Adopt Resolution 14-18, authorizing the elimination of the reduced tipping fee for commercial haulers who directly haul over 2,500 tons of material to the Western Regional on an annual basis.

ACTION

Community Development

15. Extend the Sonora Verde Subdivision (Docket S-87-07) Assurance Agreement with Fidelity National Title Agency, Inc., an Arizona Corporation, as trustee under trust number 10353, to May 17, 2017, and authorize the Chairman to sign the Agreement.
16. Approve an increase and the renewal of Contract No. IFB 11-51-HFP-04 for Guardrail Repair and Replacement for the Community Development Highway and Floodplain Division to Brown & White, Inc. in the not to exceed amount of \$372,370 for the period of August 1, 2014 through July 31, 2015 .

Indigent Defense

17. Approve the transfer of funds in the amount of \$100,000 from General Fund Contingency Account to Indigent Defense Coordinator (IDC) budget accounts.

Procurement

18. Approve an award of contract for Legal Advertising Services in accordance with ARS §11-255, and as per responses received to Invitation for Bids (IFB) No. 14-37-PUR-03 to Arizona Range News for the period of July 1, 2014 through June 30, 2015.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County - 1415 Melody Lane, Building G - Bisbee, Arizona 85603
(520) 432-9200 - Fax (520) 432-5016 - Email: board@cochise.az.gov
www.cochise.az.gov

"PUBLIC PROGRAMS, PERSONAL SERVICE"

Consent 1.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 07/08/2014

Minutes

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of June 24, 2014.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 07/08/2014

Docket Z-14-06 (Ryan)

Submitted By: Beverly Wilson, Community Development**Department:** Community Development**Division:** Planning & Zoning**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Beverly Wilson**TITLE of PRESENTER:** Planning Director**Docket Number (If applicable):** Z-14-06 (Ryan)**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Adopt Zoning Ordinance 14-07, approving Docket Z-14-06, amending the zoning district designation for parcel 120-02-001E to RU-2 from RU-2, pursuant to the request of applicant Ken Ryan.

Background:**APPLICATION FOR A REZONING**

The Applicant has requested rezoning a 3.7-acre parcel from RU-4 (Rural; one dwelling per 4-acres to RU-2 (one dwelling per 2-acres) to legitimize a non-conforming lot as it pertains to minimum lot size. If the rezoning is approved, the Applicant would build a single-family residence and accessory workshop. The property (Parcel #120-02-001E) is currently vacant and unaddressed, but is located along the north side of East Ramsey Road, an ADOT-maintained frontage road east of incorporated Benson and just north of Interstate 10. The Applicant is Ken Ryan.

I. PLANNING AND ZONING COMMISSION

On Wednesday, June 11, 2014, the Planning and Zoning Commission voted 5-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff.

II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Size: 3.7-acres

Current Zoning: RU-4 (Rural; 1 dwelling per 4-acres)

Requested Zoning RU-2 (Rural; 1 dwelling per 2-acres)

Growth Area: Category D?Rural Area

Area Plan: None

Comprehensive Plan Designation: Rural

Existing Uses: Undeveloped

Proposed Uses: Addition of one single-family dwelling and accessory garage/workshop

Surrounding Zoning

Relation to Subject Parcel Zoning District Use of Property

North RU-4 undeveloped

South RU-4 I-10

East RU-4 undeveloped

West RU-4 Scattered residential

III. PARCEL HISTORY

There are no records of any permits or violations for the subject parcel.

Subject parcel crosshatched at right, located approximately 1.5-miles east of incorporated Benson.

IV. NATURE OF REQUEST

The Applicant purchased the vacant property in order to construct a single-family dwelling and accessory workshop with the understanding that the property conformed to minimum zoning requirements. When the Applicant realized the discrepancy, staff was consulted about how to proceed. Because the property is smaller than the minimum four-acres required for one dwelling (and too small to apply for an Administrative Lot Modification), a rezoning is required if the Applicant's plans to build are to be realized. If the application is approved, a building permit may be submitted and construction of a new dwelling may begin shortly thereafter.

V. ANALYSIS OF IMPACTS

Mandatory Compliance

The subject property lies within a Category D—Rural Area. Section 402 of the County Zoning Regulations allows owners of property lying within this Plan Designation to request a rezoning to RU-2.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen (15) criteria used to evaluate rezoning requests. Ten of the criteria are applicable to this request, which, as submitted, complies with all 10 of the applicable factors.

1. Provides an Adequate Land Use/Concept Plan: Complies

The attached Concept Plan is adequate for the purpose of rezoning review. If approved, the Applicant would be required to submit a site plan that conforms to all residential permit submittal requirements, including a site plan that identifies setbacks and height of and distance between proposed structures, for example.

2. Compliance with the Applicable Site Development Standards: Not Applicable at this time.

The property is currently undeveloped. However, as noted in Section 1, above, at the time of residential permit submittal, compliance with all applicable site development standards would be required. For example, the minimum setback for permitted structures and uses in the RU-4 zoning districts is 20-feet. If rezoned to RU-2, the minimum required setback would not change, nor would any other minimum applicable site development standards.

3. Adjacent Districts Remain Capable of Development: Complies

The proposed rezoning would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses: Complies

The proposal would not create any non-conforming land uses.

5. Compatibility with Existing Development: Complies

The area is characterized by scattered residential development with one small-scale, low-impact non-residential use (residential care facility) in the vicinity. A residential use would be in keeping with the pattern of existing development in this area.

6. Rezoning to More Intense Districts: Complies

The Zoning Regulations provide several criteria for compliance with this factor, including the extent to which the rezoning "provides a transition between an existing less intense district and a more intensive district." Residential development at densities greater than one dwelling per two-acres occurs in the general area, particularly to the west closer to incorporated Benson. The properties surrounding the subject parcel are zoned RU-4, including properties immediately south of I-10. More intense R-36 zoning (Residential; one dwelling per 36,000 sq.-ft.) begins to appear just a quarter-mile west of the subject property. Section 2208.02 of the Zoning Regulations provides a scale of intensity for established Zoning Districts within the County. Based on this scale, an RU-2 zoning district would be considered a reasonable transition from lower density RU-4 zoning to higher density R-36 zoning to the west of the subject parcel.

7. Adequate Services and Infrastructure: Complies

The property is served by East Ramsey Road. Traffic along this portion of East Ramsey Road is comparatively light, and although this roadway is ADOT-maintained, the far eastern portion near to the subject property is located (near to where East Ramsey Road dead-ends) is not maintained to the degree or frequency as other roads in that agency's system. Despite this, East Ramsey Road is adequate for the anticipated small increase in residential traffic to and from the property.

A private well and septic system would be installed at the time of construction. SSVEC would provide electric power and the Benson Fire Department provides emergency services to this area.

8. Traffic Circulation Criteria: Complies

An additional residential use in this area would not compromise traffic circulation in this area.

9. Development Along Major Streets: Not Applicable

The property does not border any major street.

10. Infill: Not Applicable

This Factor applies only for rezoning requests to GB, LI or HI.

11. Unique Topographic Features: Complies

There are no exceptional topographic features warranting consideration on or near the site.

12. Water Conservation: Complies

The property is not within the Sierra Vista Sub-watershed, but would need to comply with any applicable County-wide water conservation measures, per Section 1820 of the Zoning Regulations.

13. Public Input: Complies

The Applicant completed the required Citizen Review process and received one phone inquiry regarding the location of the subject parcel. Staff posted the property on May 21, 2014, and published a legal notice in the Bisbee Observer on May 22, 2014. The Department also mailed notices to property owners within 1,500-feet of the site. To date, staff has not received any statements for or against the request.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed as part of the future residential development plan.

15. Compliance with Area Plan: Not Applicable

The subject property does not lie within the bounds of an approved Area Plan.

VI. SUMMARY

The request is to rezone a 3.7-acre parcel from RU-4 to RU-2 located approximately 1.5-miles east of incorporated Benson. The rezoning is necessary in order for the Applicant to proceed with the residential building permit process. Staff's recommendation is based upon the above analysis, as well as the following Factors in Favor and Against approval:

Factors in Favor of Approval

1. Allowing the rezoning and subsequent residential use would be in keeping with the overall character of development in the area; and

2. Rezoning to RU-2 for the purpose described would not change minimum site development standards requirements.

Factors Against Approval

None apparent.

VII. RECOMMENDATION

Based on the Factors in Favor of Approval, staff recommends that the Board of Supervisors approve Docket Z-14-06, subject to the following standard Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and

2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

Sample Motion: Madame Chair, I recommend we approve Docket Z-14-06, subject to the Conditions recommended by staff.

VIII. ATTACHMENTS

A. Rezoning Application

B. Location Map

Department's Next Steps (if approved):

Planning staff will take recorded ordinance to GIS to amend County Zoning Maps to reflect this action.

Impact of NOT Approving/Alternatives:

If the Board does not approve the Zoning Ordinance, the subject parcel will retain the current RU-4 zoning designation.

To BOS Staff: Document Disposition/Follow-Up:

After the Chair signs the Zoning Ordinance, Board Staff should send a recorded copy of the same to the Planning Department for our files.

Application

Location Map

Staff Memo



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

DEVELOPMENT REVIEW TEAM TRANSMITTAL LETTER

DATE: May 14, 2014

APPLICANT: Ken Ryan

PROJECT: Rezoning request from RU-4 to RU-2 to facilitate home on non-conforming (undersized) parcel

NOTES: Applicant has 3.7-acres; 4 needed; does not qualify for Lot Development Administrative Modification

SITE LOCATION: Unaddressed parcel located along E. Ramsey Rd. in unincorporated Benson

FROM: Michael Turisk, Planning Manager (mturisk@cochise.az.gov; 520.432.9240)

COMMENTS DUE BY: May 29, 2014

**FAILURE TO SUBMIT WRITTEN COMMENTS/CONDITIONS/PERMITS BY DUE DATE WILL
RESULT IN AUTOMATIC APPROVAL FROM YOUR DEPARTMENT**

- | | |
|---|---|
| <input type="checkbox"/> 1 st Administrative Review – 10 Business Days | <input type="checkbox"/> 1 st Substantive Review – 40 Business Days Option 1 |
| <input type="checkbox"/> 2 nd Administrative Review – 10 Business Days | <input type="checkbox"/> 2 nd Substantive Review – 40 Business Days Option 1 |
| OR | |
| <input type="checkbox"/> 1 st Administrative Review – 10 Business Days | <input type="checkbox"/> 1 st Substantive Review – 40 Business Days Option 2 |
| <input type="checkbox"/> 2 nd Administrative Review – 10 Business Days | <input type="checkbox"/> 2 nd Substantive Review – 30 Business Days Option 2 |
| | <input type="checkbox"/> 3 rd Substantive Review – 20 Business Days Option 2 |

Please advise this department in writing by May 29, 2014 of any concerns your department or agency has regarding this request. This Special Use request will be considered by the Cochise County Planning and Zoning Commission at their regular meeting on June 11, 2014. Please relate specific information, which may affect this use, or any issues you want considered in our report.

Karen Lamberton, Transportation Planner Mike Izzo, Building Official Dora Flores, Permit and Customer Service Coordinator Lola Pregler, 911 Rural Addressing MSAG Coordinator Pam Hudgins, County Right of Way Benson Fire Dept. Michelle Johnson, City of Benson	TAX PARCEL #:120-02-001E TOWNSHIP: 17 RANGE: 21 SECTION: 07 CURRENT ZONING: RU-4 PROPOSED ZONING RU-2 FLOOD: Zone X, 1830, 8/28/08 GROWTH AREA: D COMP. PLAN DESIGNATION: Rural ACCESS: E. Ramsey Rd. PERMIT NO.: Z-14-06
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PLEASE FIND: Rezoning Application
 Concept Plan

cc: Richard Searle, District 3 Supervisor
 Beverly Wilson, Director, Planning, Zoning and Building Safety Division
 Liza Weissler, Chairman, Planning and Zoning Commission
 Jim Martzke, Planning and Zoning Commissioner, District 3

Carmen Miller, Planning and Zoning Commissioner, District 3
Gary Brauchla, Planning and Zoning Commissioner, District 3



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

COCHISE COUNTY

APR 16 2014

PLANNING

COCHISE COUNTY REZONING APPLICATION

Submit to: Cochise County Community Development Department
1415 Melody Lane, Building E, Bisbee, Arizona 85603

1. Applicant's Name: Ken Ryan
2. Mailing Address: 970 E Sonora Verde Dr
Benson AZ 85602
City State Zip Code
3. Telephone Number of Applicant: 529 559-2262
4. Telephone Number of Contact Person if Different: ()
5. Email Address: Kendellgonavy@yahoo.com
6. Assessor's Tax Parcel Number: 120-02-001E (Can be obtained from your County property tax statement)
7. Applicant is (check one):
 - Sole owner: ☒
 - Joint Owner: _____ (See number 8)
 - Designated Agent of Owner: _____
 - If not one of the above, explain interest in rezoning: _____
7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:
 - List attached (if applicable): _____
8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:
 - If corporation, corporate resolution designating applicant to act as agent: _____
 - If partnership, written authorization from partner: _____
 - If designated agent, attach a **notarized** letter from the property owner(s) authorizing representation as agent for this application.

19. Are there any deed restrictions or private covenants in effect for this property?

- No X Yes _____
- If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes _____ No _____
- Provide a copy of the applicable restrictions (these can be obtained from the Recorder's office using the recordation Docket number)

20. Which streets or easements will be used for traffic entering and exiting the property?

Ramsey Rd

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? None

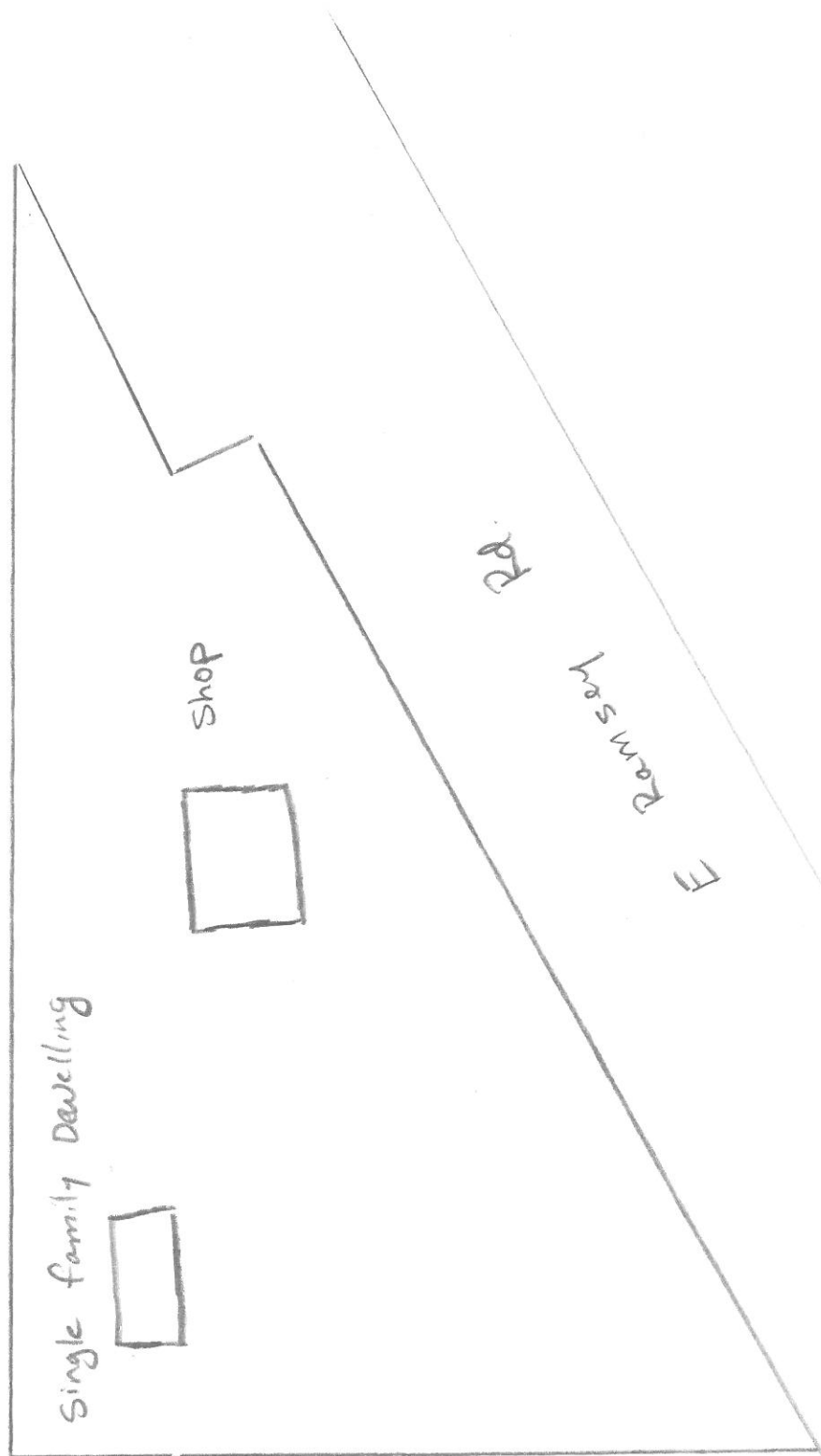
22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? One

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water		<u>X</u>
Sewer/Septic		<u>X</u>
Electricity	<u>SSJEC</u>	
Natural Gas		
Telephone	<u>Century Link</u>	
Fire Protection		

24. This section provides an opportunity for you to explain the reasons why you consider the rezoning to be appropriate at this location. The attached copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached for your reference (attach additional pages as needed). The property is zoned

RU 4. The lot is 3.7 acres so we cannot
use the land. We request rezoning to RU 2
so we can place a home and shop on land.





GLORY DR

JOHN LN

ESTACA

JOHN LN

W HOMESTEAD RD

E RAMSEY RD
INTERSTATE 10

N BRANDY LN

N DUSTY FLY RD

N CARBON WAY

N SADDLE VISTA RD

INTERSTATE 10

N SADDLE TRAIL



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Cochise County Board of Supervisors
Through: Michael J. Ortega, County Administrator
FROM: Beverly Wilson, Planning Director
SUBJECT: Docket Z-14-06 (Ryan)
DATE: June 17, 2014, for the July 8, 2014 Meeting

APPLICATION FOR A REZONING

The Applicant has requested rezoning a 3.7-acre parcel from RU-4 (Rural; one dwelling per 4-acres to RU-2 (one dwelling per 2-acres) to legitimize a non-conforming lot as it pertains to minimum lot size. If the rezoning is approved, the Applicant would build a single-family residence and accessory workshop. The property (Parcel #120-02-001E) is currently vacant and unaddressed, but is located along the north side of East Ramsey Road, an ADOT-maintained frontage road east of incorporated Benson and just north of Interstate 10. The Applicant is Ken Ryan.

I. PLANNING AND ZONING COMMISSION

On Wednesday, June 11, 2014, the Planning and Zoning Commission voted 5-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff.

II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

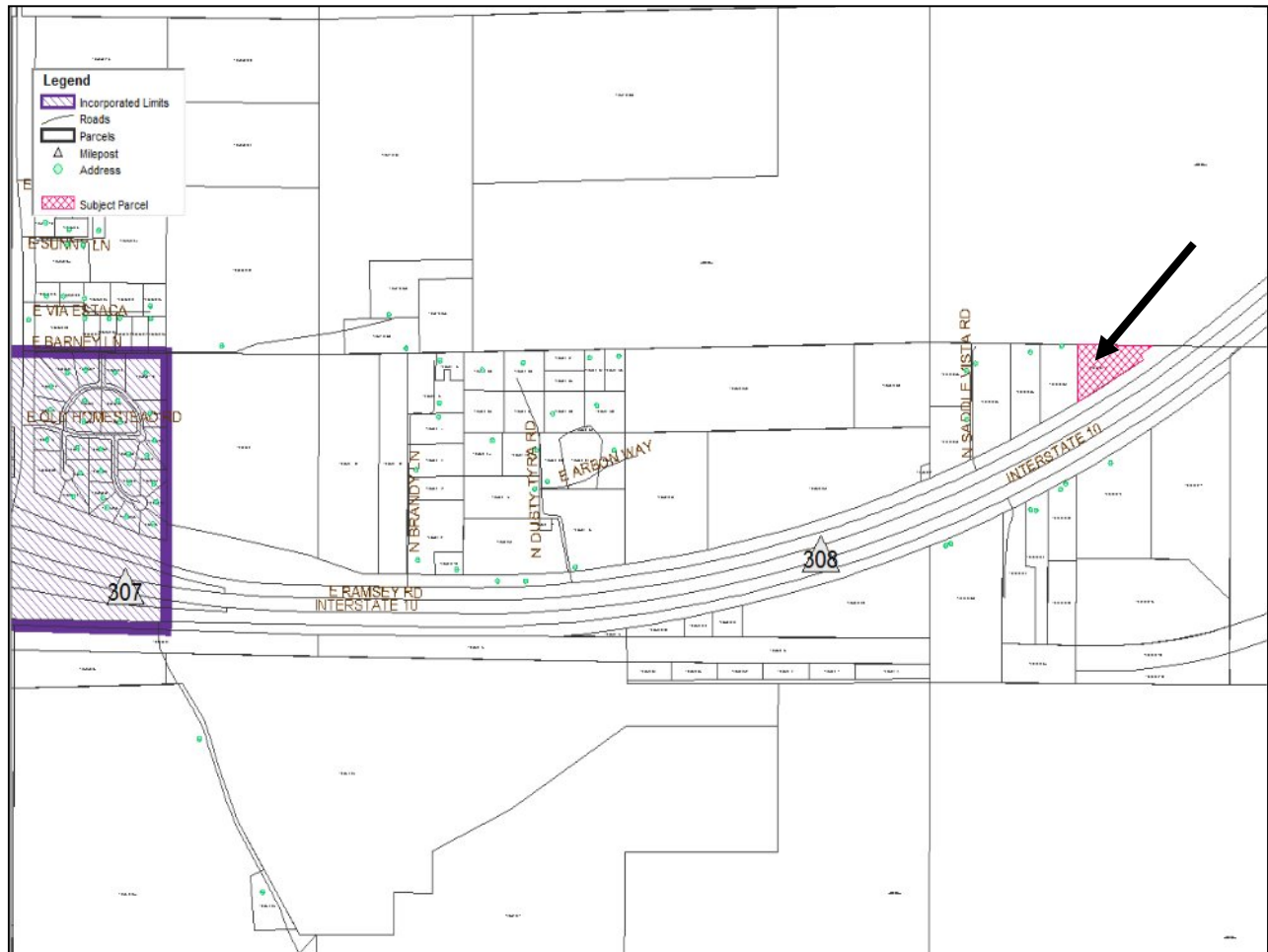
Size:	3.7-acres
Current Zoning:	RU-4 (Rural; 1 dwelling per 4-acres)
Requested Zoning	RU-2 (Rural; 1 dwelling per 2-acres)
Growth Area:	Category D—Rural Area
Area Plan:	None
Comprehensive Plan Designation:	Rural
Existing Uses:	Undeveloped
Proposed Uses:	Addition of one single-family dwelling and accessory garage/workshop

Surrounding Zoning

Relation to Subject Parcel	Zoning District	Use of Property
North	RU-4	undeveloped
South	RU-4	I-10
East	RU-4	undeveloped
West	RU-4	Scattered residential

III. PARCEL HISTORY

There are no records of any permits or violations for the subject parcel.



Subject parcel crosshatched at right, located approximately 1.5-miles east of incorporated Benson.

IV. NATURE OF REQUEST

The Applicant purchased the vacant property in order to construct a single-family dwelling and accessory workshop with the understanding that the property conformed to minimum zoning requirements. When the Applicant realized the discrepancy, staff was consulted about how to proceed. Because the property is smaller than the minimum four-acres required for one dwelling (and too small to apply for an Administrative Lot Modification), a rezoning is required if the Applicant's plans to build are to be realized. If the application is approved, a building permit may be submitted and construction of a new dwelling may begin shortly thereafter.

V. ANALYSIS OF IMPACTS

Mandatory Compliance

The subject property lies within a Category D–Rural Area. Section 402 of the County Zoning Regulations allows owners of property lying within this Plan Designation to request a rezoning to RU-2.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen (15) criteria used to evaluate rezoning requests. Ten of the criteria are applicable to this request, which, as submitted, complies with all 10 of the applicable factors.

1. Provides an Adequate Land Use/Concept Plan: Complies

The attached Concept Plan is adequate for the purpose of rezoning review. If approved, the Applicant would be required to submit a site plan that conforms to all residential permit submittal requirements, including a site plan that identifies setbacks and height of and distance between proposed structures, for example.

2. Compliance with the Applicable Site Development Standards: Not Applicable at this time.

The property is currently undeveloped. However, as noted in Section 1, above, at the time of residential permit submittal, compliance with all applicable site development standards would be required. For example, the minimum setback for permitted structures and uses in the RU-4 zoning districts is 20-feet. If rezoned to RU-2, the minimum required setback *would not* change, nor would any other minimum applicable site development standards.

3. Adjacent Districts Remain Capable of Development: Complies

The proposed rezoning would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses: Complies

The proposal would not create any non-conforming land uses.

5. Compatibility with Existing Development: Complies

The area is characterized by scattered residential development with one small-scale, low-impact non-residential use (residential care facility) in the vicinity. A residential use would be in keeping with the pattern of existing development in this area.

6. Rezoning to More Intense Districts: Complies

The Zoning Regulations provide several criteria for compliance with this factor, including the extent to which the rezoning “provides a transition between an existing less intense district and a more intensive district.” Residential development at densities greater than one dwelling per two-acres occurs in the general area, particularly to the west closer to incorporated Benson. The properties surrounding the subject parcel are zoned RU-4, including properties immediately south of I-10. More intense R-36 zoning (Residential; one dwelling per 36,000 sq.-ft.) begins to appear just a quarter-mile west of the subject property. Section 2208.02 of the Zoning Regulations provides a scale of intensity for established Zoning Districts within the County. Based on this scale, an RU-2 zoning district would be considered a reasonable transition from lower density RU-4 zoning to higher density R-36 zoning to the west of the subject parcel.

7. Adequate Services and Infrastructure: Complies

The property is served by East Ramsey Road. Traffic along this portion of East Ramsey Road is comparatively light, and although this roadway is ADOT-maintained, the far eastern portion near to the subject property is located (near to where East Ramsey Road dead-ends) is not maintained to the degree or frequency as other roads in that agency's system. Despite this, East Ramsey Road is adequate for the anticipated small increase in residential traffic to and from the property.

A private well and septic system would be installed at the time of construction. SSVEC would provide electric power and the Benson Fire Department provides emergency services to this area.

8. Traffic Circulation Criteria: Complies

An additional residential use in this area would not compromise traffic circulation in this area.

9. Development Along Major Streets: Not Applicable

The property does not border any major street.

10. Infill: Not Applicable

This Factor applies only for rezoning requests to GB, LI or HI.

11. Unique Topographic Features: Complies

There are no exceptional topographic features warranting consideration on or near the site.

12. Water Conservation: Complies

The property is not within the Sierra Vista Sub-watershed, but would need to comply with any applicable County-wide water conservation measures, per Section 1820 of the Zoning Regulations.

13. Public Input: Complies

The Applicant completed the required Citizen Review process and received one phone inquiry regarding the location of the subject parcel. Staff posted the property on May 21, 2014, and published a legal notice in the *Bisbee Observer* on May 22, 2014. The Department also mailed notices to property owners within 1,500-feet of the site. To date, staff has not received any statements for or against the request.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed as part of the future residential development plan.

15. Compliance with Area Plan: Not Applicable

The subject property does not lie within the bounds of an approved Area Plan.

VI. SUMMARY

The request is to rezone a 3.7-acre parcel from RU-4 to RU-2 located approximately 1.5-miles east of incorporated Benson. The rezoning is necessary in order for the Applicant to proceed with the residential building permit process. Staff's recommendation is based upon the above analysis, as well as the following Factors in Favor and Against approval:

Factors in Favor of Approval

1. Allowing the rezoning and subsequent residential use would be in keeping with the overall character of development in the area; and

2. Rezoning to RU-2 for the purpose described would not change minimum site development standards requirements.

Factors Against Approval

None apparent.

VII. RECOMMENDATION

Based on the Factors in Favor of Approval, staff recommends that the Board of Supervisors **approve** Docket Z-14-06, subject to the following standard Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

Sample Motion: Madame Chair, I recommend we approve Docket Z-14-06, subject to the Conditions recommended by staff.

VIII. ATTACHMENTS

- A. Rezoning Application
- B. Location Map

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 07/08/2014

Approve the renewal of Contract No. IFB 10-66-HFP-04 for Emulsified Asphalt Products

Submitted By: Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature
NOT Required**# of ORIGINALS** 0
Submitted for Signature:**NAME**
of PRESENTER: Terry Hudson**TITLE**
of PRESENTER: Senior Buyer**Mandated Function?:** Not Mandated**Source of Mandate**
or Basis for Support?:**Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the renewal of Contract No. IFB 10-66-HFP-04 for emulsified asphalt products for the Community Development Highway and Floodplain Division to Western Emulsions, Inc. in the not to exceed amount of \$600,000 for the period of August 1, 2014 through July 31, 2015.

Background:

This will be the final renewal of Contract No IFB 10-66-HFP-04 approved by the Board on August 17, 2010. Western Emulsions, Inc. has agreed to hold their pricing firm for the contract renewal period.

Department's Next Steps (if approved):

Process purchase orders and monitor contract performance.

Impact of NOT Approving/Alternatives:

Procurement would be required to obtain quotes every time there was a requirement for emulsified asphalt products resulting in higher prices and additional workload for both the Procurement and Highway and Floodplain Division.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers

Fiscal Impact & Funding**Sources (if known):**

The Highway and Floodplain Division has budgeted for this expenditure in the FY 2014-15 annual work plan in fund lines 251-4010-9-413.700 and 241-4040-9-413.700

Attachments

Western Emulsions renewal response



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: 520-432-8391 Fax: 520-432-8397

thudson@cochise.az.gov

June 5, 2014

Western Emulsions, Inc.
Tony Paez
3900 E. Broadway Blvd
Tucson, AZ 85711

Re: Contract Renewal #10-66-HFP-04 – Road Materials – CRS-2 & CRS-2P

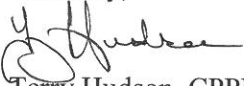
Dear Mr. Paez:

The Cochise County Board of Supervisors approved the renewal of the above referenced contract on June 25, 2013 for the period of August 1, 2013 through July 31, 2014. The terms and conditions of the original agreement allow the option to renew the agreement for four additional one-year periods, if the conditions of the renewal can be satisfactorily negotiated. This will be the final renewal term.

The County is considering the renewal of this agreement for the term of August 1, 2014 through July 31, 2015. Please indicate your decision below, then sign and return this letter to my attention. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

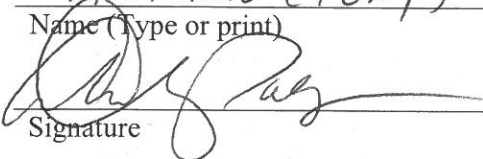
Sincerely,


Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

☒ Agree to a one-year renewal at the exact same pricing and terms.

☐ Agree to a one-year renewal with the changes shown on the attached. (Indicate your changes on a separate attachment and return it with this form).

ANTONIO (TONY) C. PAEZ, PE, RLS ARIZONA Sales Manager
Name (Type or print) Title
 6/9/2014
Signature Date

Regular Board of Supervisors Meeting

Meeting Date: 07/08/2014

Approve the Crime Victim Assistance Grant Program Agreement, VA-15-019

Submitted By: Annette Weems, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS 3
Submitted for Signature:

NAME N/A
of PRESENTER:

TITLE NA
of PRESENTER:

Mandated Function?: Federal or State Mandate

Source of Mandate Title 13, Ch. 40 & Title
or Basis for Support?: 8, Ch. 3, Article 7 &
A.R.S. § 41-2407

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve the renewal of Crime Victim Assistance Grant No. VA-15-019, in the amount of \$21,044 between the Arizona Criminal Justice Commission and Cochise County Attorney's Office, for the period July 1, 2014 to June 30, 2015.

Background:

The award amount of \$21,044 is to be used by the Cochise County Attorney's Victim Witness Program to continue to fund a Clerk III to do victim notification on criminal cases, which is a mandated service.

Fiscal Impact & Funding Sources: A match in the amount of \$21,044 will be made from the general fund and the Criminal Justice Enhancement monies.

Department's Next Steps (if approved):

Once approved by the Board, the Department will forward the paperwork to the Arizona Criminal Justice Commission for their final approval, signature and funding.

Impact of NOT Approving/Alternatives:

The County's general fund would have to fund the Clerk III to perform the mandated service of victim notification.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return two (2) original Agreements to CAO after Board approval. Send a certified copy of the Board Minutes approving the Agreement to CAO when they become available.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

1

Fund Transfers

Fiscal Year: 2014-2015

One-time Fixed Costs? (\$\$\$): 0

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 42,088

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 4,615

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 125

Attachments

Grant Approval Form

Grant Agreement

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: PAULA BROWNDepartment/Division: ATTORNEYDate Prepared: JUNE 19, 2014Telephone: (520) 432-8700Grantor: ARIZONA CRIMINAL JUSTICE COMMISSIONGrant Title: CRIME VICTIM ASSISTANCEGrant Term From: JULY 1, 2014To: JUNE 30, 2015Fund No/Dept. No: 125

Note: Fund No. will be assigned by the Finance Department if new.

New Grant ☐ Yes☒ No

Amendment No. _____

Increase \$ _____

Decrease \$ _____

Briefly describe purpose of grant:

To sustain and enhance the coordination, cohesiveness, productivity and effectiveness of victim advocacy and compensation, to safeguard victims' rights and to maintain privacy and dignity of persons affected by, or witness to crime.

If amendment, provide reason:

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Title 13, Chapter 40 and Title 8, Chapter 3, Article 7, and 41-2407

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		21,044	21,044		42,088
Remaining Years					
Total Revenue		21,044	21,044		42,088

Is County match required? ☒ Yes ☐ No If yes, dollar amount \$ 21,044Has this amount been budgeted? ☒ Yes ☐ No Identify Funding Source: Employee salary match - Eleonora Yelverton

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☒Is revertment of unexpended funds required at end of grant period? ☒ Yes ☐ Noa) Total A-87 cost allocation 24.33%b) Amount of overhead allowed by grant 0County subsidy (a-b) 5120.00Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☒ No

If yes, dollar amount \$ _____ OR percentage allowed _____ %

Number of new positions that will be funded from grant: _____ Number of existing positions funded from grant: 1



ARIZONA CRIMINAL JUSTICE COMMISSION
Crime Victim Assistance Program
GRANT AGREEMENT

ACJC Grant Number VA-15-019
State Funded Grant Program

This Grant Agreement is made this 4th day of June, 2014, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through COCHISE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2014 and terminate on June 30, 2015. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension to further the goals and objectives of the program, and to determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Cochise County Attorney's Office
PO Drawer CA
Bisbee, AZ 85603
Attn: The Honorable Doyle B. Johnstun

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant among approved budget categories excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, GRANTEE may make budget adjustments among approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$12,090.00
Fringe Benefits (for salaries/overtime)	\$8,954.00
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Match	\$21,044.00
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$42,088.00
Positions Funded:	
Clerk III	

7. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$21,044.00 in state funds. The matching amount for this award is **\$21,044.00**.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.

10. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
11. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
12. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
13. GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development.
Link: *Uniform Accounting Manual for Arizona Counties* <http://www.auditorgen.state.az.us>
14. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
15. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

Mandated activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period: Annual Report (July 1, 2014 – June 30, 2015)	Due Date: August 15, 2015

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

16. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. Reports are due pursuant to the schedule above.
17. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
18. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
19. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid within sixty (60) days of expiration of this award.
20. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request received from the COMMISSION.
21. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
22. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
23. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
24. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
25. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
26. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
27. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
28. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
29. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.
30. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses,

(including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indeminitor, its officers, officials, agents, employees, or volunteers. If GRANTEE is a State agency this paragraph does not apply.

31. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
32. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
34. GRANTEE agrees that no funds provided, or personnel employed under this Agreement, shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
37. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

38. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 U.S.C. 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 C.F.R. Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 C.F.R. Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
39. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.
Link: <http://www.acjc.state.az.us/ACJC.Web/Grants/civilrights/default.aspx>
40. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.
41. GRANTEE agrees to comply with all grant management criteria included in the latest version of the ACJC Grants Management Reference Manual.
Link: *ACJC Grants Management Reference Manual*
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf
42. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The Data Dictionary is available upon request to ACJC.
43. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>
44. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
45. If GRANTEE is a governmental political subdivision, GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when

sharing data with other criminal justice agencies as electronic data systems are developed or improved.

46. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

47. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
48. In accordance with A.R.S. § 41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.
49. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
50. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
51. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.
52. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Crime Victim Assistance Program
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. Grant funds shall be used in accordance with A.A.C. R10-4-201 through R10-4-204.

Authorized Official Initials: _____



IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Board of Supervisors Chair

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

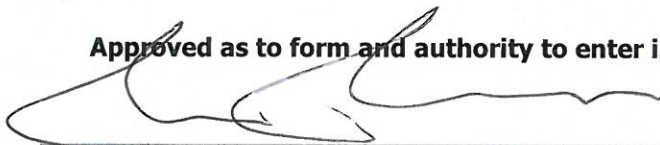
ATTEST:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):



6/19/2014

Legal counsel for GRANTEE

Date

ADAM AMBROSE

CIVIL DEPUTY COCHISE COUNTY ATTORNEY

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT
Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to an Intergovernmental Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards,

Exhibit "A" Continued

commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W.

Exhibit "A" Continued

Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The COMMISSION project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserve the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

Regular Board of Supervisors Meeting

Meeting Date: 07/08/2014

Approve ACJC Drug, Gang and Violent Crime Control Grant, ACJC Grant No. DC-15-021

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 3

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: 11-251, -532

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement in the amount of \$157,304 between the Arizona Criminal Justice Commission and Cochise County for the period July 1, 2014 through June 30, 2015.

Background:

The Drug, Gang and Violent Crime Control Program Grant funds one full time Attorney III, one full time Attorney II, and 20% of the salary of one other full time senior attorney who prosecute drug and violent crimes. Fiscal Impact & Funding Sources: The amount of the federal and state contributions is \$117,978 with a match by the County of \$39,326 for a total of \$157,305.

Department's Next Steps (if approved):

Once approved by the Board, the Department will forward the paperwork to the Arizona Criminal Justice Commission for their final approval, signature and funding.

Impact of NOT Approving/Alternatives:

By not renewing this Grant, the County would lose several experienced prosecutors. The County Attorney's Office would have to reduce the number of drug-violent crime prosecutions due to lack of manpower. If the County were to pay for these personnel out of the general fund, taxpayers would assume the added expenses. The County Attorney's Office is mandated to prosecute crime.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return two (2) signed Agreements to CAO. Send a certified copy of the Board Minutes approving the agreement, as soon as it is available, to CAO.

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☒

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2014-2015

One-time Fixed Costs? (\$\$\$): -0-

Ongoing Costs? (\$\$\$): -0-

County Match Required? (\$\$\$): \$39,326

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): \$38,272

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 135

Attachments

Cochise County Grant Approval Form

DC Grant Agreement DC-15-021

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: _____	Department/Division: _____
Date Prepared: _____	Telephone: _____
Grantor: _____	Grant Title: _____
Grant Term From: _____ To: _____	
Fund No/Dept. No: _____	Note: Fund No. will be assigned by the Finance Department if new.
New Grant <input type="checkbox"/> Yes <input type="checkbox"/> No	Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

If amendment, provide reason:

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year					
Remaining Years					
Total Revenue					

Is County match required? ☐ Yes ☐ No If yes, dollar amount \$ _____

Has this amount been budgeted? ☐ Yes ☐ No Identify Funding Source: _____

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☐

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☐ No

a) Total A-87 cost allocation _____

b) Amount of overhead allowed by grant _____ County subsidy (a-b) _____

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☐ No

If yes, dollar amount \$ _____ OR percentage allowed _____ %

Number of new positions that will be funded from grant: _____ Number of existing positions funded from grant: _____



ARIZONA CRIMINAL JUSTICE COMMISSION
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT

ACJC Grant Number DC-15-021

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1ST day of July, 2014, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through COCHISE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on 7/1/2014 and terminate on 6/30/2015. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Cochise County Attorney's Office
PO Drawer CA
Bisbee, Arizona 85603
Attn: **County Attorney Edward Rheinheimer**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$123,064.00
Fringe Benefits (for salaries/overtime)*	\$34,241.00
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$157,305.00
Positions Funded:	
Attorney III (1.00), Attorney II (.60)	
Overtime Funded:	
Equipment Type:	
Not Approved	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$62,922.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$55,057.00. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$39,326.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
28. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

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29. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION.
Link: www.ojp.gov/funding/confcost/htm
30. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
31. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
32. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
33. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
34. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
35. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
36. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible

for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

37. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
38. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
39. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
40. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf
41. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
42. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
43. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
44. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
45. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
46. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.

Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>

47. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
48. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
49. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2013-DJ-BX-0049 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

50. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

51. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to

discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

52. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
53. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
54. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: <http://www.acjc.state.az.us/ACJC.Web/Grants/civilrights/default.aspx>
55. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.
56. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>
57. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:
Link: http://www.it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

58. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
59. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
60. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

61. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
62. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
63. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
64. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
65. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
66. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

67. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
68. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
69. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
70. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
71. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
72. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.
73. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
74. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
75. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
76. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
2. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
3. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
4. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
5. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
6. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
7. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
8. Grant funds shall be used to reduce drug crimes in support of the Arizona 2012-2015 Drug, Gang and Violent Crime Control State Strategy.

Authorized Official Initials: 

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

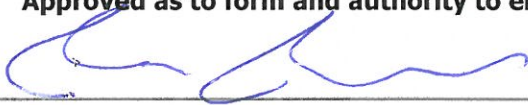
FOR GRANTEE:

Chairman of the Board of Supervisors

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:



6/25/14

Legal counsel for GRANTEE

Date

ADAM AMBROSE, CIVIL DEPUTY COUNTY ATTORNEY

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

ARS. § 11-251, -532

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

Exhibit "A" Page 3

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

Regular Board of Supervisors Meeting

Meeting Date: 07/08/2014

Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS 3

Submitted for Signature:

NAME N/A
of PRESENTER:

TITLE N/A
of PRESENTER:

Mandated Function?: Federal or State Mandate

Source of Mandate 11-251, -532
or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-14-2329 in the amount of \$120,568 between the City of Tucson and Cochise County for the period January 1, 2014 through December 31, 2015.

Background:

The HIDTA Grant will fund one drug crime attorney III and one administrative assistant in the Cochise County Attorney's Office. The HIDTA Grant will allow the HIDTA prosecutor to prosecute drug crimes. By not renewing the grant the County will lose one experienced senior prosecutor and one administrative assistant. The County Attorney's Office will have to reduce the number of drug crime prosecutions and asset forfeiture seizures due to a lack of manpower. If the County were to pay for these personnel out of the general fund, tax payers would assume the added expense. The county attorney's office is mandated to prosecute crimes. Fiscal Impact & Funding Sources: Funding of 1 prosecutor and 1 administrative assistant with no impact to the general fund and continue with drug prosecutions in Cochise County.

Department's Next Steps (if approved):

Once approved by the Board, the Department will forward the paperwork to the City of Tucson for their final approval, signature and funding.

Impact of NOT Approving/Alternatives:

The question is whether the Board wishes to decline HIDTA Grant funding and eliminate the two positions currently funded by the HIDTA; or decline the grant and pay the two positions out of the general fund; or accept the grant and absorb the overhead costs associated with the grant.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return two (2) signed Agreements to CAO. Send a certified copy of the Board Minutes approving the agreement, as soon as it is available, to CAO.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2014-2015

One-time Fixed Costs? (\$\$\$): -0-

Ongoing Costs? (\$\$\$): -0-

County Match Required? (\$\$\$): -0-

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): \$29,334

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 134

Attachments

Cochise County Grant Approval Form - 2014

Grant Agreement - HIDTA - 2014

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: _____	Department/Division: _____
Date Prepared: _____	Telephone: _____
Grantor: _____	Grant Title: _____
Grant Term From: _____ To: _____	
Fund No/Dept. No: _____	Note: Fund No. will be assigned by the Finance Department if new.
New Grant <input type="checkbox"/> Yes <input type="checkbox"/> No	Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

If amendment, provide reason:

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year					
Remaining Years					
Total Revenue					

Is County match required? ☐ Yes ☐ No If yes, dollar amount \$ _____

Has this amount been budgeted? ☐ Yes ☐ No Identify Funding Source: _____

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☐

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☐ No

a) Total A-87 cost allocation _____

b) Amount of overhead allowed by grant _____ County subsidy (a-b) _____

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☐ No

If yes, dollar amount \$ _____ OR percentage allowed _____ %

Number of new positions that will be funded from grant: _____ Number of existing positions funded from grant: _____



CITY OF TUCSON HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT

COT Grant Number **HT-14-2329**

This Grant Agreement is made this 1ST day of January 2014 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Cochise County Attorney's Office** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2014 and terminate on December 31, 2015. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Southern Arizona Major Investigative Team (SAMIT)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

Cochise County Attorney's Office
150 Quality Hill Road
2nd Floor – P O Drawer CA
Bisbee, AZ 85603
Attn: County Attorney Edward Rheinheimer

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$111,889.00
Fringe Benefits	\$8,679.00
Overtime	0.00
Travel	0.00
Facilities	0.00
Services	0.00
Operating Expenses:	
Supplies	0.00
Other	0.00
Equipment (listed below)	0.00
TOTAL	\$120,568.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 1000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.
15. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *OMB Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).
19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://epls.arnet.gov>
20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

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29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
 30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
 31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
 32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
 33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
 34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
 35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
 36. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

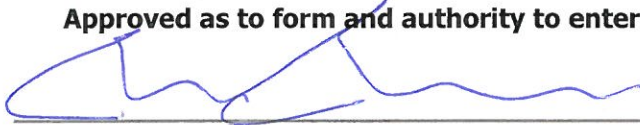
County Attorney

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:



Legal counsel for GRANTEE

6/26/14

Date

ADAM AMBROSIO, CIVIL DEPUTY COUNTY ATTORNEY

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

ARS §11-251, -532

Appropriate A.R.S., ordinance, or charter reference

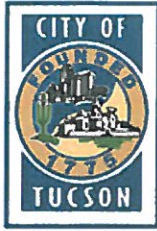
FOR CITY OF TUCSON:

Roberto A. Villaseñor, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

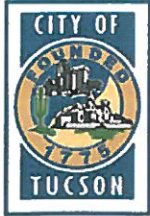
1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: «GrantNumber»

Date: 6/26/14

Signature: 

Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

- b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.
 - c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.
3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Regular Board of Supervisors Meeting**Meeting Date:** 07/08/2014

Line of Credit Resolution

Submitted By: Pam Munsey, County Treasurer**Department:** County Treasurer**Presentation:****Recommendation:****Document Signatures:**

of ORIGINALS 2

Submitted for Signature:**NAME****TITLE****of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Adopt Resolution 14-20, establishing a revolving line of credit for the County from JP Morgan Chase Bank, N.A. pursuant to A.R.S. Section 11-604.01 and authorize the County Treasurer to enter into an agreement with the bank to provide the line of credit to the County for all districts on the attached Schedule 1-A.

Background:

Cochise County Treasurer maintains lines of credit on behalf of Cochise County with the County's servicing bank. The Board of Supervisors may enter into agreements with a financial institution authorized to do business in this state for the purpose of obtaining a separate and distinct revolving line of credit for the county and each individual political subdivision of the county for the current fiscal year to pay the lawful claims and obligations of the political subdivision until sufficient monies for payment from property taxes and other non-restricted revenues are received by the treasurer.

Department's Next Steps (if approved):

If approved by BOS, Chairman to sign attached line and credit resolution.

Impact of NOT Approving/Alternatives:

There will be no line of credit established for the county.

To BOS Staff: Document Disposition/Follow-Up:

When signed, send original Treasurer's office. Treasurer will mail original to Chase Bank.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

No Impact if no money is borrowed.

Attachments

Line of Credit JP Morgan

RESOLUTION 14-__

**APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND
DELIVERY OF AN AGREEMENT BETWEEN THE TREASURER OF
COCHISE COUNTY AND J.P. MORGAN CHASE BANK, N.A.
PROVIDING FOR SEPARATE LINES OF CREDIT FOR EACH
POLITICAL SUBDIVISION OF THE STATE FOR WHICH THE
COUNTY TREASURER ACTS AS TREASURER; RATIFYING ALL
ACTIONS TAKEN TO DATE WITH RESPECT TO THE POLITICAL
SUBDIVISION LINE OF CREDIT AGREEMENT**

RECITALS

WHEREAS, Cochise County (the "*County*") through its Board of Supervisors (the "*Supervisors*"), acting as the Board of Deposit (the "*Board of Deposit*"), has heretofore ordered the receipt of bids for servicing bank for the County for the period commencing July 1, 2014 and ending June 30, 2015, with permitted extensions of 2 additional years pursuant to A.R. S. § 35-325; and

WHEREAS, included in the proposals for servicing bank were proposals for a line of credit for each individual political subdivision of the state for which the County Treasurer acts as treasurer pursuant to A.R.S. § 11-604.01; and

WHEREAS, the proposal of J.P. Morgan Chase Bank, N.A. was announced as the best bid for services as servicing bank and the best bid to provide the County and political subdivisions of the state for which the County Treasurer acts as treasurer with lines of credit for the period commencing July 1, 2014 and ending June 30, 2015, with permitted extensions of not more than two additional years; and

WHEREAS, A.R.S. § 11-604.01 authorizes the Supervisors of a county to enter into line of credit agreements for each individual subdivision of the state for which the County Treasurer acts as treasurer; and

WHEREAS, a draft of the proposed Business Loan Agreement providing a line of credit for each qualifying political subdivision of this State for which the County Treasurer acts as treasurer has been provided by the Bank and has been placed on file with the Clerk of this Board and presented at the meeting at which this Resolution was adopted; and

///

RESOLUTION 14-__

Re: Approving the form and authorizing the execution and delivery of an Agreement between the Treasurer of Cochise County and J.P. Morgan Chase Bank, N.A. providing for separate lines of credit for each political subdivision of the state for which the County Treasurer acts as Treasurer; ratifying all actions taken to date with respect to the Political Subdivision Line of Credit Agreement

Page 2

WHEREAS, by this Resolution the Supervisors will authorize the execution and delivery of the Political Subdivision Agreement in substantially the forms so presented to the Board of Supervisors, subject to the approval of Deputy County Attorney,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA, as follows:

Section 1. That Draft Political Subdivision Agreement, in substantially the form on file with the Clerk, is approved and the chairman of this Board and the Treasurer of the County are authorized and directed to execute and deliver the Political Subdivision Agreement in substantially the form of the Draft Political Subdivision Agreement on file with the Clerk for each qualifying political subdivision of the state for which the County Treasurer acts as treasurer.

Section 2. That County Treasurer is named as each political subdivision's agent for all purposes of the Political Subdivision Agreement. The Treasurer is authorized to take all acts and do all things on behalf of each qualifying political subdivision of the state for which the County Treasurer acts as treasurer.

Section 3. All actions taken by the Treasurer with respect to the Political Subdivision Agreement and the procedures pertaining thereto are hereby ratified and affirmed. This resolution shall become effective upon its adoption and execution.


PASSED AND ADOPTED this ____ day of _____, 2014.

Ann English, Chairperson
Board of Supervisors

ATTEST:

Arlethe G. Rios
Clerk of the Board

APPROVED AS TO FORM:



Terry Bannon
Civil Deputy County Attorney

RESOLUTION 14-__

Re: Approving the form and authorizing the execution and delivery of an Agreement between the Treasurer of Cochise County and J.P. Morgan Chase Bank, N.A. providing for separate lines of credit for each political subdivision of the state for which the County Treasurer acts as Treasurer; ratifying all actions taken to date with respect to the Political Subdivision Line of Credit Agreement

Page 3

CERTIFICATION

I, Arlethe Rios, Clerk of the Board of Supervisors of Cochise County, Arizona, do hereby certify that the above and foregoing Resolution was duly passed by the Board of Supervisors of Cochise County at a regular meeting held on _____, 2014, and the vote was _____ aye's and _____ nay's, _____ were absent and _____ Board Members were present thereat.

DATED: _____, 2014

Arlethe G. Rios
Clerk of the Board
Cochise County Board of Supervisors

Regular Board of Supervisors Meeting**Meeting Date:** 07/08/2014

Adopt Resolution approving the form and authorizing the execution and delivery of a Line of Credit agreement for Cochise County and J.P. Morgan Chase

Submitted By: Pam Munsey, County Treasurer**Department:** County Treasurer**Presentation:****Recommendation:****Document Signatures:****# of ORIGINALS** 2**Submitted for Signature:****NAME****of PRESENTER:****TITLE****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Adopt Resolution 14-21, approving the form and authorizing the execution and delivery of a Line of Credit agreement for Cochise County between the Treasurer of Cochise County and J.P. Morgan Chase Bank ratifying all actions taken to date with respect to the Line of Credit Agreement.

Background:

Pursuant to A.R.S. 11-604.01. Cochise County Treasurer maintains lines of credit on behalf of Cochise County with the County's servicing bank. The Board of Supervisors may enter into agreements with a financial institution authorized to do business in this state for the purpose of obtaining a separate and distinct revolving line of credit for the county and each individual political subdivision of the county for the current fiscal year to pay the lawful claims and obligations of the political subdivision until sufficient monies for payment from property taxes and other non-restricted revenues are received by the treasurer.

Department's Next Steps (if approved):

Once approved and signed, send copy to Treasurer's office. Treasurer will mail copy to Chase.

Impact of NOT Approving/Alternatives:

Not in compliance with A.R.S. 11-604.01.

To BOS Staff: Document Disposition/Follow-Up:

When signed, send copy to Treasurer's office. Treasurer will mail copy to Chase.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

No Impact if no money is borrowed.

Attachments

Authorizing Line of Credit

RESOLUTION 14-

APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LINE OF CREDIT AGREEMENT BETWEEN THE TREASURER OF COCHISE COUNTY AND J.P. MORGAN CHASE BANK, N.A.; RATIFYING ALL ACTIONS TAKEN TO DATE WITH RESPECT TO THE LINE OF CREDIT AGREEMENT

RECITALS

WHEREAS, Cochise County (the "*County*") through its Board of Supervisors (the "*Supervisors*"), acting as the Board of Deposit (the "*Board of Deposit*"), has heretofore ordered the receipt of bids for servicing bank for the County for the period commencing July 1, 2014 and ending June 30, 2015, with permitted extensions of two additional years pursuant to A.R. S. § 35-325; and

WHEREAS, included in the proposals for servicing bank were proposals for a line of credit for the County and each individual political subdivision of the state for which the County Treasurer acts as treasurer pursuant to A.R.S. § 11-604.01; and

WHEREAS, the proposal of J.P. Morgan Chase Bank, N.A. was announced as the best bid for services as servicing bank and the best bid to provide the County and political subdivisions of the state for which the County Treasurer acts as treasurer with lines of credit for the period commencing July 1, 2014 and ending June 30, 2015, with permitted extensions of not more than two additional years; and

WHEREAS, A.R.S. § 11-604.01 authorizes the Supervisors of a county to enter into line of credit agreements for the County and each individual subdivision of the state for which the County Treasurer acts as treasurer; and

WHEREAS, a draft of the proposed Business Loan Agreement (the "*Agreement*") between the County and J.P. Morgan Chase Bank, N.A. (the "*Bank*") pertaining to a line of credit for Cochise County only, and not to be construed as the line of credit for other political subdivisions, has been provided by the Bank and has been placed on file with the Clerk of this Board and presented at the meeting at which this Resolution was adopted; and

WHEREAS, by this Resolution the Supervisors will authorize the execution and delivery of the Agreement in substantially the form so presented to this Board of Supervisors, subject to the approval of Deputy County Attorney,

RESOLUTION 14-

Re: Approving The Form And Authorizing The Execution And Delivery Of A Line Of Credit Agreement Between The Treasurer Of Cochise County And J.P. Morgan Chase Bank, N.A.; Ratifying All Actions Taken To Date With Respect To The Line Of Credit Agreement

Page 2

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County, Arizona, as follows:

- Section 1.** That this Agreement, in substantially the form on file with the Clerk, is approved and the chairman of this Board and the Cochise County Treasurer are authorized and directed to revise, if necessary, to execute and deliver the Agreement and the Promissory Note in substantially the form of the draft Agreement on file with the Clerk.
- Section 2.** The Cochise County Treasurer is named as the County's agent for all purposes of this Agreement. The Cochise County Treasurer is authorized to take all acts and do all things on behalf of the County under the Agreement.
- Section 3.** All actions taken by the Cochise County Treasurer, and any person representing the Treasurer with respect to this Agreement and the procedures pertaining thereto, are hereby ratified and affirmed. This resolution shall become effective upon its adoption and execution.

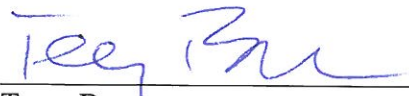
PASSED AND ADOPTED THIS ____ day of _____, 2014.

Ann English, Chairperson
Board of Supervisors

ATTEST:

Arlethe G. Rios
Clerk of the Board

APPROVED AS TO FORM:



Terry Bannon
Civil Deputy County Attorney

RESOLUTION 14-

Re: Approving The Form And Authorizing The Execution And Delivery Of A Line Of Credit Agreement Between The Treasurer Of Cochise County And J.P. Morgan Chase Bank, N.A.; Ratifying All Actions Taken To Date With Respect To The Line Of Credit Agreement

Page 3

CERTIFICATION

I, Arlethe Rios, Clerk of the Board of Supervisors of Cochise County, Arizona, do hereby certify that the above and foregoing Resolution was duly passed by the Board of Supervisors of Cochise County at a regular meeting held on _____, 2014, and the vote was _____ aye's and _____ nay's, _____ were absent and _____ Board Members were present thereat.

DATED: _____, 2014

Arlethe G. Rios
Clerk of the Board
Cochise County Board of Supervisors

Court Administration

Regular Board of Supervisors Meeting

Meeting Date: 07/08/2014

Approve Sierra Vista Court Consolidation Agreement Amendment

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:

Recommendation:

Document Signatures:

of ORIGINALS

Submitted for Signature:

NAME

TITLE

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate

or Basis for Support?:

Information

Agenda Item Text:

Approve Amendment B to the Court Consolidation Agreement between Cochise County and the City of Sierra Vista, effective July 1, 2014 through June 30, 2015.

Background:

Cochise County entered into a court consolidation agreement with the City of Sierra Vista in 1990 and the agreement has been amended each year since.

The agreement, which has been approved by the City of Sierra Vista, states that the parties agree to review the costs detailed in Amendment B to the IGA approved in 2010.

Department's Next Steps (if approved):

Staff will notify the City of Sierra Vista that the agreement has been approved by the Board.

Impact of NOT Approving/Alternatives:

The court consolidation agreement with the City of Sierra Vista will expire and the City would have to take over providing City Court services.

To BOS Staff: Document Disposition/Follow-Up:

Please send one signed original to the City of Sierra Vista and a copy to Court Administration.

Budget Information

Information about available funds

Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Amendment to Court consolidation-Sierra Vista 2010

Court Consolidation Agreement 2006

**AMENDMENT TO
COURT CONSOLIDATION AGREEMENT
BETWEEN THE CITY OF SIERRA VISTA
AND COCHISE COUNTY**

This amends the Court Consolidation Agreement entered into between the County of Cochise, a body politic, hereinafter called "COUNTY," and the City of Sierra Vista, a municipal corporation hereinafter called "CITY," and approved in 2006.

Subsection IV.G is amended to read as follows:

G. CITY shall assume financial responsibility for funding the costs of prosecution and its associated clerical support in the Consolidated Court arising out of cases generated by or within the CITY, which shall encompass one entry level prosecutor position and two clerk positions in the Consolidated Court. The CITY shall pay to the COUNTY the sum of \$99,500 annually, remitted in quarterly payments. In addition, the revenues collected and retained by the COUNTY from CITY Ordinance violations shall partially offset Court costs. COUNTY agrees that if the CITY implements a municipal photo citation program, the vendor costs paid by the CITY solely for citations which have resulted in fines collected by the Consolidated Court may be deducted from the CITY's required payment. In that event, CITY agrees that at the end of the fiscal year, both parties shall review revenue data specific to photo-issued citations, and if vendor costs deducted from annual payment are in excess of the total County revenue collected through the program, then the CITY shall reimburse the COUNTY for any difference. Should the agreement be extended beyond FY 2009-2010, the above amounts and offsetting revenue shall be reevaluated and mutually agreed upon by said Parties.

IN WITNESS WHEREOF, the **COUNTY** has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the ____ day of _____, 2010.

APPROVED:

APPROVED:

COUNTY OF COCHISE:

CITY OF SIERRA VISTA:

By: _____
Ann English
Chairman

By: _____
Bob Strain
Mayor

ATTEST:

By: _____
Katie Howard, Clerk
Board of Supervisors

APPROVED AS TO FORM:

APPROVED:

COUNTY OF COCHISE

By: _____
Deputy County Attorney

ATTEST:

By: _____
Jill Adams, Clerk
City of Sierra Vista

APPROVED:

CITY OF SIERRA VISTA

By: _____
City Attorney

NOV 21 2006

1pm 0-03

**COURT CONSOLIDATION AGREEMENT
BETWEEN THE CITY OF SIERRA VISTA
AND COCHISE COUNTY**

THIS IS AN AGREEMENT, made and entered into as of the 14th day of November, 2006, by and between the County of Cochise, a body politic, hereinafter called "COUNTY" and the City of Sierra Vista, a municipal corporation, hereinafter called "CITY", and is approved by the Presiding Judge of the Superior Court in and for Cochise County, and is created by the power and authority granted by the laws of the State of Arizona.

RECITALS

WHEREAS, COUNTY and CITY find it mutually beneficial to consolidate the Justice Court Precinct V and the City Magistrate Court.

WHEREAS, such consolidation will eliminate confusion to the public and provide cost effective services to the residents of the area.

WHEREAS, CITY and COUNTY are authorized to enter this Intergovernmental Agreement pursuant to Arizona Revised Statutes §22-101 et. seq., §22-402, and §11-951 et. seq.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this agreement is to provide for a more efficient use of existing criminal justice personnel and facilities; provide for the filing, in the Justice Court, of all traffic and criminal violations occurring within the City of Sierra Vista; and provide for the use of existing Justice Court facilities for the operation of the Sierra Vista Magistrate Court for the enforcement of City ordinances and regulations.

II. LOCATION

The Sierra Vista Magistrate Court will initially be located at the current location of the Justice Court, Precinct V, 4001 E. Foothills Drive, Sierra Vista, Drive, but it is anticipated that both courts will be moved in the near future to 100 Colonia de Salud, Sierra Vista, Arizona.

III. DUTIES OF THE COUNTY

A. The COUNTY will operate the Justice Court and will also be responsible for performance of the following related functions:

1. All prosecutions, incarcerations and defense of indigent defendants appearing before the Justice Court for cases that arise or have arisen within the corporate limits of the CITY.

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2. Transportation and incarceration of defendants appearing before the Justice Court as a result of citations issued by the Cochise County Sheriff's Department and the Arizona Department of Public Safety.
 3. Transportation and incarceration of defendants appearing before the Justice Court as a result of a public offense occurring outside the limits of the City of Sierra Vista.
 4. Service of process as required by law for parties appearing before the Justice Court as a result of citations or long form complaints issued by the Cochise County Sheriff's Department or the Arizona Department of Public Safety.
 5. Service of process as required by law for parties appearing before the Justice Court as a result of a public offense or long form complaint occurring either within or without the limits of the City of Sierra Vista.
 6. Service of process as required by law for parties appearing before the Justice Court for all Orders of Protection and Injunctions Against Harassment.
- B. COUNTY shall provide space and, except as provided in paragraph IV.I, clerical support for holding the Magistrate Court sessions and handling all Magistrate files. Additionally, COUNTY shall provide space for all clerical personnel necessary for handling all Magistrate Court cases, both new and pending, and shall arrange for collecting any fines and scheduling trials. COUNTY shall staff this consolidated court as it deems appropriate
- C. Except as expressly provided herein, the Justice Court shall collect and retain or disburse to the State of Arizona, as may be required by law, all revenues generated for or on behalf of the Magistrate Court and this consolidated court.
- D. Commencing January 1, 2007 the County shall provide a monthly report to the City identifying the quantity of City generated civil traffic cases, criminal traffic cases, criminal cases, and the amount of City generated revenues, including all fees, from those cases,.

IV. DUTIES OF CITY

- A. CITY shall cause all cases, which could otherwise be processed in the City Magistrate Court to be referred to the Justice Court, except for all City Ordinance violations.

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- B. CITY understands and agrees that, in consideration of COUNTY'S operation of the consolidated court, CITY shall be responsible for performance of the following related functions:
1. Initial transportation, upon arrest, to a County Jail facility of defendants appearing before the Justice Court as a result of citations issued by the City of Sierra Vista Police Department.
 2. Service of process as required by law for parties appearing before the Justice Court for all matters arising under the ordinances of the City of Sierra Vista.
- C. CITY understands and agrees that, in consideration of COUNTY'S operation of the consolidated court, COUNTY shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the boundaries of the Justice Court, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct V or the Sierra Vista Magistrate Court, including those cases arising within the corporate limits of the City of Sierra Vista. The CITY shall be entitled to retain the revenues collected for all civil judgments that may be awarded to the CITY for the collection of damages, unpaid fees for CITY services, interest and late charges, and other similar types of civil recoveries, excluding fines and penalties.
- D. CITY shall have the sole authority to select its City Magistrate and Assistant City Magistrate, pursuant to law, and make all necessary arrangements to compensate said Magistrate for services. The compensation of the Magistrate shall be independent of said revenue and shall be the sole responsibility of the CITY.
- E. CITY shall have the sole responsibility for providing all enforcement and prosecution of all cases that are brought before the City Magistrate for the enforcement of CITY ordinances and regulations.
- F. CITY shall be responsible for providing transportation to the designated facility for such prisoners who are taken into custody by the CITY or, at the option of the COUNTY, shall reimburse COUNTY for its costs in providing such transportation.
- G. CITY shall assume financial responsibility for funding the costs of prosecution and its associated clerical support in the Consolidated Court arising out of cases generated by or within the CITY, which shall encompass one entry level prosecutor position and two clerk positions in the Consolidated Court. For FY2007, the CITY shall pay to COUNTY the sum of \$65,000 and for FY2008 the payment shall be \$99,500. In addition, the revenues collected and retained by the COUNTY from CITY Ordinance violations shall partially offset these costs. Should the Agreement be extended beyond FY2008, the above amounts and offsetting revenue shall be reevaluated and mutually agreed upon by said Parties.

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- H.. CITY shall reimburse COUNTY on a quarterly basis for all costs associated with these employees, based upon a written demand presented by the COUNTY that includes an itemization of all such costs incurred in the prior quarter.
- I. As conditions precedent to the COUNTY'S obligation to provide services with respect to City Ordinances pursuant to the Addendum, CITY shall:
 - 1. Appoint the Justice of the Peace for Precinct V as Sierra Vista City Magistrate and the County-approved Justice of the Peace ProTem as the Assistant City Magistrate, if an Assistant City Magistrate is needed by the City; and,
 - 2. Renew such appointment or make a new appointment in accord with Subparagraph 1 above as required by election of a new Justice of the Peace, applicable CITY law, or resignation of an incumbent Justice of the Peace followed by appointment of another individual or otherwise.

The COUNTY shall have no duties or obligations pursuant to this Agreement unless such appointment has been made and accepted by the designated individual and is effective.

V. INDEMNIFICATION AND INSURANCE

COUNTY agrees to hold harmless CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from COUNTY'S performance pursuant to this agreement. It is understood and agreed that COUNTY may elect to self-insure against any or all of the risks identified in this section. COUNTY shall provide CITY with current insurance certificates or the evidence of coverage as appropriate.

CITY agrees to hold harmless COUNTY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from CITY'S performance pursuant to this agreement. It is understood and agreed that CITY may elect to self insure against any or all of the risks identified in this section. CITY shall provide COUNTY with current insurance certificates or the evidence of coverage as appropriate.

VI. TERM AND TERMINATION

A. The initial term of this agreement shall begin on September 1, 2006 and shall continue through June 30, 2008, provided that it shall become effective only upon filing with the Cochise County Recorder, after having been approved by the CITY and COUNTY. Thereafter, the agreement shall be automatically renewed for successive one-year terms for a period of five (5) years starting July 1, 2008, unless terminated as provided herein.

B. Either party may terminate this agreement as of the end of the initial contract term or any renewal, upon written notice to the other party no less than 180 days prior to expiration of the current term, or 60 days prior to the expiration of the current term, in the event that the COUNTY provides notice of intent to adjust the reimbursement terms of the Agreement and the parties are unable to mutually agree to said terms.

C. Pursuant to Arizona Revised Statutes §38-511, incorporated herein by reference, the parties understand and agree that this agreement is subject to cancellation by CITY or its department or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the CITY, or its department or agencies is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party of the contract with respect to the subject matter of the contract.

D. Pursuant to Arizona Revised Statutes §38-511, incorporated herein by reference, the parties understand and agree that this agreement is subject to cancellation by COUNTY or its department or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the COUNTY, or its department or agencies is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party of the contract with respect to the subject matter of the contract.

E. The parties do not anticipate any acquisition of joint property under this agreement. In the event of termination, any property supplied by CITY pursuant to this agreement shall be and remain the property of CITY. Any property owned or purchased by COUNTY which is used to provide the services pursuant to this agreement shall be and remain property of the COUNTY.

VII. WAIVER

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

VIII. ENTIRE AGREEMENT

This written agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writing, and agreements. It may not be released, discharged, charged or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this agreement.

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IX. RIGHTS OF THE PARTIES ONLY

The terms of this agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. Both parties shall comply with: (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101-336, 42 U.S.C. §12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

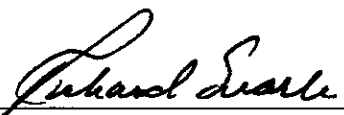
XI. APPROVAL OF THE PARTIES

Before the Agreement shall become effective and binding upon the parties, it must be approved by COUNTY'S Board of Supervisors and CITY'S Council, and then filed with the Cochise County Recorder. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the COUNTY has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the CITY has caused this agreement to be executed by its Council on the 12th day of October, 2006.

APPROVED:

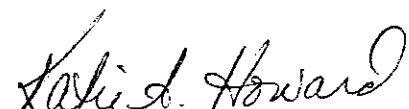
COUNTY OF COCHISE:

By: 
RICHARD SEARLE
Chairman

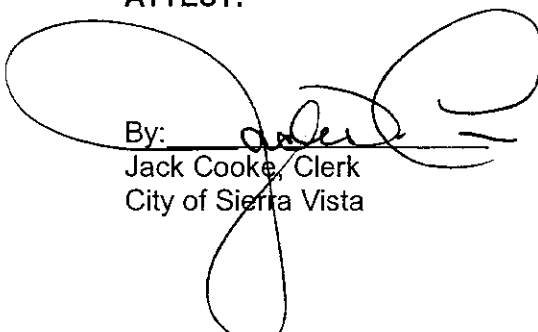
CITY OF SIERRA VISTA:

By: 
THOMAS J. HESSLER
Mayor

ATTEST:

By: 
Katie Howard, Clerk
Board of Supervisors

ATTEST:

By: 
Jack Cooke, Clerk
City of Sierra Vista


061143324

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED
BY THE LAWS OF THE STATE OF ARIZONA TO THE CONTRACTING AGENCIES:

APPROVED:
COUNTY OF COCHISE

By: 
Deputy County Attorney

APPROVED:
CITY OF SIERRA VISTA

By: 
City Attorney

APPROVED:
SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

By: Thomas E. Collins
Thomas Collins
Presiding Judge



FEE # 061143324
OFFICIAL RECORDS
COCHISE COUNTY
DATE 11/21/06 HOUR 1
REQUEST OF
COCHISE COUNTY BOARD OF SUPV
CHRISTINE RHODES-RECORDER
FEE : PAGES : 7

061143324

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 07/08/2014

Adopt Resolution 14- Cancelling Precinct Committeemen Election and appointing Candidates

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V **Recommendation:** Approve
Presentation**Document Signatures:** BOS Signature **# of ORIGINALS** 1
Required **Submitted for Signature:****NAME** Juanita Murray **TITLE** Director,
of PRESENTER: **of PRESENTER:** Elections/Special
Districts**Docket Number (If applicable):****Mandated Function?:** Federal or State **Source of Mandate** ARS 16-410
Mandate **or Basis for Support?:****Information****Agenda Item Text:**

Adopt Resolution 14-19, canceling the Election of certain Precinct Committeemen for the 2014 Primary Election and appointing all candidates that filed to run for Precinct Committeemen for those precincts in which no election is required.

Background:

16-822 B. If the number of persons who file nominating petitions for an election to fill precinct committeeman positions is less than or equal to the number of precinct committeeman positions, the county board of supervisors may cancel the election for those positions not sooner than seventy-five days before the election and appoint the person who filed the nominating petition to fill the position. If no person has filed a nominating petition to fill a position, the position is deemed vacant and shall be filled as otherwise provided by law. A precinct committeeman who is appointed pursuant to this subsection after filing a nominating petition shall be deemed and elected precinct committeeman.

Department's Next Steps (if approved):

Prepare and send certificates of appointment to Precinct Committeemen

Impact of NOT Approving/Alternatives:

Not in compliance with ARS 16-822(b)

To BOS Staff: Document Disposition/Follow-Up:

Send signed copy of Resolution to Elections Office.

Attachments

Resolution

Attachment A

RESOLUTION 14-

CANCELLING THE ELECTION OF CERTAIN PRECINCT COMMITTEEMAN FOR THE 2014 PRIMARY ELECTION AND APPOINTING ALL CANDIDATES THAT FILED TO RUN FOR PRECINCT COMMITTEEMAN FOR THOSE PRECINCTS IN WHICH NO ELECTION IS REQUIRED

WHEREAS, in accordance with the provisions of Arizona Revised Statute § 16-821, at the primary election the members of a political party entitled to representation pursuant to Arizona Revised Statute § 16-804 residing in each county voting precinct shall choose one of their number as a county precinct committeeman, and the members shall choose one additional precinct committeeman for each one hundred twenty-five voters; and

WHEREAS, pursuant to Arizona Revised statute § 16-822(B), if the number of persons who file nominating petitions for an election to fill precinct committeeman positions is less than or equal to the number of precinct committeeman positions, not sooner than 75 days before the election the county board of supervisors may cancel the election for those positions and appoint the persons who filed nominating petitions to fill those positions; and

WHEREAS, pursuant to Arizona Revised Statute § 16-311, any person desiring to become a candidate at the primary election for a political party to be held on August 26, 2014, must have signed and filed nomination papers on or before May 28, 2014; and

WHEREAS, the lists of the candidates for each precinct, for each participating political party, for which fewer than or an equal number of candidates to the number of positions for precinct committeeman are attached as Exhibit A,

NOW, THEREFORE, BE IT RESOLVED by the Cochise County Board of Supervisors that the party elections of precinct committeeman scheduled for August 26, 2014 are hereby canceled for each of the precincts designated in the attached Exhibit A.

BE IT FURTHER RESOLVED that all of the candidates that filed nomination petitions to run for the office of precinct committeeman before August 26, 2014, that are

RESOLUTION 14-

Re: Cancelling The Election Of Certain Precinct Committeeman For The 2014 Primary Election And Appointing All Candidates That Filed To Run For Precinct Committeeman For Those Precincts In Which No Election Is Required

Page | 2

designated on the attached Exhibit A are hereby appointed to fill these offices pursuant to Arizona Revised Statute § 16-822(B), effective upon the beginning of the term, with all the powers and duties of that office as if elected.

PASSED AND ADOPTED this 8th day of July, 2014.

Patrick Call, Chairperson
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios
Clerk of the Board

Elda E. Orduno
Civil Deputy County Attorney

EXHIBIT A

		DEMOCRATIC PCs	
PRECINCT NO. AND NAME	NTE	LAST, FIRST MIDDLE, JR. "NICKNAME"	NTE
01 BE Benson	4	SUAGEE, KATHY	5
02 BE J - Six	4		7
03 BE San Pedro	5		6
04 BI Bisbee	7	THORNTON, MARY, BETSY	2
		SHERMAN, PAULINE, MARIE	
		TRAVIS, REBECCA, S.	
		HARRIS, CAROLYN SUE	
05 BI Don Luis	6	HUMMINGBIRD, SANDRA, S.	4
		BIRCH, TAMARA, R.	
		RHODES, CHRISTINE	
06 BI Warren	6		3

07 Bowie	2		2
08 Cochise Stronghold	4		7
09 DO Calvary	7		2
10 DO Carlson	8		3
11 DO Castro Park	9		2
12 DO Gadsden	6		2

13 DO Sunnyside	6		3
14 Greater San Pedro	3		7
15 Hereford	4		8
16 Huachuca	3		3
17 McNeal	3		4
18 Naco	3	VIVERTO, JOHN	2

19 Palominas	3		5
20 Pirtleville	6	MUNOZ, CORNELIA, G.	3
21 Pomerene	3	TROUTNER, MARIA, A.	5
		TROUTNER, ARTHUR, E.	
		DAHLQUIST, ROBERT EDWIN	
22 Portal	2		2
23 San Simon	2		2
24 St. David	4	THOMAS, SHARON	8
25 Sunizona	2		3
26 SV Avenida Del Sol	5		7

[illegible]

[illegible]

[illegible]

42 SV Vista Village	4	REVAK, JOANN	6
		REVAK, JOHN	
43 SV Yaqui	4	FLEMING, PATRICIA, V.	10
		FLEMING, ROBERT, L.	
44 Tombstone	4		6
45 Webb	2	ALVAREZ, BEVERLY, S.	3
		ALVAREZ, MANUEL, V.	
46 Whetstone	4		8
47 WI Kansas Settlement	4		6

48 WI Stewart	3		5
49 WI Willcox	3		4

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Regular Board of Supervisors Meeting

Meeting Date: 07/08/2014
Proclamation Probation, Parole and Community Supervision Week
Submitted By: Tracey Rocco, Juvenile Probation
Department: Juvenile Probation
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

NAME of PRESENTER: Delcy G. Scull
Mandated Function?: Not Mandated

Recommendation: Approve
of ORIGINALS Submitted for Signature: 5 or More
TITLE of PRESENTER: Director
Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Proclamation declaring July 13 through July 19, 2014 as Probation, Parole and Community Supervision Week.

Background:

The American Probation and Parole Association (APPA) annually designates a week to promote and educate the general public on the advantages of probation, parole and community supervision programs within their state and local communities. This marks the fourth (4th) year that Cochise County has the opportunity to join in this event.

Department's Next Steps (if approved):

Once the proclamation is signed, Juvenile Court Services will distribute to all employees and other agencies as appropriate.

Impact of NOT Approving/Alternatives:

Missed opportunity for employee recognition, community support and education of local agencies as stakeholders.

To BOS Staff: Document Disposition/Follow-Up:

Please call Tracey Rocco at 432-7523 for pick up of five (5) signed proclamations and Juvenile Court services will distribute as appropriate.

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:**
Unbudgeted: ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2014

One-time Fixed Costs? (\$\$\$): 0.00

Ongoing Costs? (\$\$\$): 0.00

County Match Required? (\$\$\$): 0.00

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0.00

Source of Funding?: 0.00

Fiscal Impact & Funding Sources (if known):

Not applicable.

Attachments

APPA Proclamation 2014

PROCLAMATION –Probation, Parole, and Community Supervision Week

WHEREAS, community supervision professionals are an essential part of the justice system; uphold the law with dignity, while recognizing the right of the public to be safeguarded from criminal activity; and

WHEREAS, fifty seven probation, parole and community supervision officers, working for federal, state and county agencies serving Cochise County are responsible for providing critical pre-trial, pre-sentence and post-adjudication assessment and monitoring of juvenile and adult offenders in the community; and

WHEREAS, community supervision professionals assist and guide released offenders to a more stable, productive life in the communities in which they reside, and

WHEREAS, community supervision professionals are a true Force for Positive Change in their communities working in partnership with community agencies and groups; and

WHEREAS, community supervision professionals provide services, support, and protection for victims; and

WHEREAS, the criminal and juvenile justice systems in Cochise County could not operate without the dedication and hard work of community supervision professionals that wear a variety of hats during the course of their workday, making a difference in the lives of the offenders they supervise; and

WHEREAS, Cochise County is pleased to pay tribute to this group of men and women who serve steadfastly in a sometime dangerous and overlooked field of criminal justice.

THEREFORE, the Board declares the week of July 13-19, 2014 as: Probation, Parole, and Community Supervision Week in the County and encourage all citizens to honor these professionals for their important record of public services faithfully rendered.

Approved and adopted this 8th day of July 2014, by the Cochise County Board of Supervisors.

Patrick Call, Chairman

Ann English, Vice-Chairman

Richard Searle, Supervisor

Regular Board of Supervisors Meeting

Meeting Date: 07/08/2014

Increase Tipping Fee \$1.50

Submitted By: Lisa Boone, Solid Waste

Department: Solid Waste

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS 2
Submitted for Signature:

NAME
of PRESENTER: Marty Haverly

TITLE
of PRESENTER: Director, Solid Waste
Department

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 14-16, authorizing a \$1.50 increase to the Solid Waste rate for Fiscal Year 2014-15 from \$53.50 to \$55.00 per ton tipping fee, effective August 8, 2014.

Background:

This proposed action to increase the user fees for the Solid Waste system is brought before you to cover the costs of operating the system. The Rate Review and Advisory Board met and voted to recommend to the Board of Supervisors that the cost to dispose of refuse be increased by \$1.50 per ton.

Department's Next Steps (if approved):

The approved item will be presented to the public for a 30 day public notice period. In addition to formal public notice, customers at each Solid Waste Facility will be informed of the upcoming fee changes, during this 30 day time span. At the end of these 30 days: August 8 2014 the fee increase will take effect.

Impact of NOT Approving/Alternatives:

If not approved- revenue will not support expenses and the department will have to seek alternative funding sources to cover Solid Waste Department shortfalls.

To BOS Staff: Document Disposition/Follow-Up:

Resolution to be signed/recorded is attached.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2014-2015

One-time Fixed Costs? (\$\$\$): 0

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?: 0

Fiscal Impact & Funding Sources (if known):

Fees generated from volumes of material tipped.

Attachments

[pubnotice](#)

[summary](#)

[resolution](#)

Public Notice

Pursuant to A.R.S. 11-251.08, the general public is hereby notified that the Cochise County Board of Supervisors will hold a public hearing on July 8, 2014 at 10:00 A.M. to consider adoption of the following changes to the Solid Waste Fee Schedule:

Weighed Load Rate: Increase of \$1.50 per ton, for a final rate of \$55.00 per ton.

Weighed Load Rate: Increase of \$6.50 per ton for loads consisting of Construction and Demolition Debris brought into the Urban Transfer Stations which include Benson, Bisbee, Douglas, Willcox and Sierra Vista for a final rate of \$60.00 per ton.

Weighed Load Rate: Remove from the fee schedule and eliminate the incentive that provided a discounted \$35 per ton fee for commercial haulers that brought in over 2,500 tons per year directly to the Western Regional Landfill.

This hearing will be held at the Cochise County Board of Supervisors Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona 85603. This building is accessible by handicapped individuals.

Information is available with the Clerk of the Board by calling (520)-432-9200 or by mail, Attention: Arlethe Rios, Clerk of the Board, Cochise County Board of Supervisors, 1415 Melody Lane Bisbee, Arizona 85603 or via e-mail at arios@cochise.az.gov.

COCHISE COUNTY

Department of Solid Waste
2595 North Sagebrush Road
Huachuca City, Arizona 85616

Martin D. Haverty
Director

Telephone: (520) 803-3770
Fax: (520) 803-3798

MEMORANDUM

Date: June 25, 2014

To: Board of Supervisors

From: Martin Haverty, Director

Subject: Resolution 14-___, Authorize a \$1.50 increase to the Solid Waste Rate for Fiscal Year 2014-15 from \$53.50 to \$55.00 per ton tipping fee, effective August 8, 2014.

Recommendation: Adopt Resolution 14-___ authorizing a \$1.50 increase to the Solid Waste Rate for Fiscal Year 2014-15 from \$53.50 to \$55.00 per ton tipping fee, effective August 8, 2014.

Background (Brief): This proposed action to increase the user fees for the Solid Waste System is brought before you to cover the costs of operating the Solid Waste System. The Rate Review and Advisory Board met and voted to recommend to the Board of Supervisors that the cost to dispose of refuse be increased by \$1.50 per ton.

Next Steps/Action Items/Follow-up: The approved item will be presented to the public for a 30 day public notice period. In addition to formal public notice, customers at each Solid Waste Facility will be informed of the upcoming fee changes, during this 30 day time span. At the end of those 30 days: August 8, 2014 the fee increase will take effect.

Impact of Not Approving: If not approved revenue will not support expenses and the Department will have to seek alternative funding sources to cover Solid Waste Department Shortfalls.

RESOLUTION 14-____
APPROVING A \$1.50 INCREASE TO THE SOLID WASTE TIPPING FEE
RATE FROM \$53.50 TO \$55.00 PER TON, EFFECTIVE AUGUST 8, 2014

WHEREAS, Counties are authorized, pursuant to A.R.S. § 11-251.08, to adopt fee schedules for any products or services provided to the public; and

WHEREAS, a public hearing pursuant to A.R.S. § 11-251.08 has been properly noticed and held to consider the content and merit of this resolution; and

WHEREAS, in order to cover costs of services, the Rate Review Advisory Board has recommended a Solid Waste tipping fee rate increase of \$1.50 per ton, from \$53.50 to \$55.00 per ton, effective August 8, 2014;

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby approves a Solid Waste rate increase in tipping fees of \$1.50 per ton, from \$53.50 to \$55.00 per ton, effective August 8, 2014.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona this ____ day of _____, 2014.

Pat Call, Chairman
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe Rios
Clerk of the Board

Britt W. Hanson
Chief Civil Deputy County Attorney

Public Hearings 13.
Solid Waste

Regular Board of Supervisors Meeting

Meeting Date: 07/08/2014

Construction and Demolition Tipping Fee Increase of \$6.50 to \$60.00 per ton

Submitted By: Marty Haverty, Solid Waste

Department: Solid Waste

Presentation: PowerPoint **Recommendation:** Disapprove

Document Signatures: BOS **# of ORIGINALS** 2
Signature **Submitted for Signature:**
Required

NAME of PRESENTER: Marty Haverty **TITLE of PRESENTER:** Director, Solid Waste Department

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 14-17, authorizing a \$6.50 increase to the Solid Waste Construction and Demolition disposal rate for Fiscal Year 2014-15 from \$53.50 to \$60.00 per ton tipping fee effective August 8, 2014.

Background:

This proposed action to increase the user fees for customers wishing to dispose of Construction and Demolition Debris at the Urban Transfer Stations is brought before you to cover the costs of operating the system and handling that specific material. The Rate Review and Advisory Board met and voted to recommend to the Board of Supervisors that the cost to dispose of construction and demolition debris be increased by \$6.50 per ton.

Department's Next Steps (if approved):

The approved item will be presented to the public for a 30 day public notice period. In addition to formal public notice, customers at each Solid Waste Facility will be informed of the upcoming fee changes, during this 30 day time span. At the end of those 30 days: August 8, 2014 the fee increase will take effect.

Impact of NOT Approving/Alternatives:

If not approved revenue will not support expenses and the department will have to seek alternative funding sources to cover Solid Waste Department shortfalls

To BOS Staff: Document Disposition/Follow-Up:

Resolution to be signed/recorded, is attached.

Budget Information

Information about available funds

Budgeted: ☐
Unbudgeted: ☐

Funds Available: ☐
Funds NOT Available: ☐

Amount Available:
Amendment: ☐

Account Code(s) for Available Funds
1:

Fund Transfers
Attachments

Resolution
Summary
Public Notice

RESOLUTION 14-____
APPROVING A \$6.50 INCREASE TO THE SOLID WASTE TIPPING FEE
RATE FROM \$53.50 TO \$60.00 PER TON FOR CONSTRUCTION AND DEMOLITION
DEBRIS AT THE URBAN TRANSFER STATIONS, EFFECTIVE AUGUST 8, 2014

WHEREAS, Counties are authorized, pursuant to A.R.S. § 11-251.08, to adopt fee schedules for any products or services provided to the public; and

WHEREAS, a public hearing pursuant to A.R.S. § 11-251.08 has been properly noticed and held to consider the content and merit of this resolution; and

WHEREAS, in order to cover costs of services, the Rate Review Advisory Board has recommended a Solid Waste tipping fee rate for construction and demolition debris at the Urban Transfer Stations increase by \$6.50 per ton, from \$53.50 to \$60.00 per ton, effective August 8, 2014;

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby approves a Solid Waste rate increase in tipping fees of \$6.50 per ton, from \$53.50 to \$60.00 per ton, effective August 8, 2014.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona this ____ day of _____, 2014.

Pat Call, Chairman
Board of Supervisors

ATTEST:

Arlethe Rios
Clerk of the Board

APPROVED AS TO FORM:

Britt W. Hanson
Chief Civil Deputy County Attorney

Martin D. Haverty
Director

Telephone: (520) 803-3770
Fax: (520) 803-3798



COCHISE COUNTY

Department of Solid Waste
2595 North Sagebrush Road
Huachuca City, Arizona 85616

MEMORANDUM

Date: June 25, 2014

To: Board of Supervisors

From: Martin Haverty, Director

Subject: **Resolution 14-___, Authorize a \$6.50 increase to the Solid Waste rate for Fiscal Year 2014-15 from \$53.50 to \$60.00 per ton tipping fee for Construction and Demolition Debris or Inert Material disposed of at the Urban Transfer Stations to include: Benson, Bisbee, Douglas, Sierra Vista and Willcox effective August 8, 2014.**

Recommendation: Adopt Resolution 14-___ authorizing a \$6.50 increase to the Solid Waste rate for Fiscal Year 2014-15 from \$53.50 to \$60.00 per ton tipping fee for Construction and Demolition Debris disposed of at the Urban Transfer Stations, effective August 8, 2014.

Background (Brief): This proposed action to increase the user fees for the Solid Waste System is brought before you to cover the costs of disposing of Construction and Demolition Debris at the Urban Transfer Station in the Solid Waste System. The Rate Review and Advisory Board met and voted to recommend to the Board of Supervisors that the cost to dispose of Construction and Demolition Debris be increased by \$6.50 per ton for a final tipping fee of \$60.00 per ton.

Next Steps/Action Items/Follow-up: The approved item will be presented to the public for a 30 day public notice period. In addition to formal public notice, customers at each Solid Waste Facility will be informed of the upcoming fee changes, during this 30 day time span. At the end of those 30 days: August 8, 2014 the fee increase will take effect.

Impact of Not Approving: If not approved revenue will not support expenses and the department will have to seek alternative funding sources to cover Solid Waste Department shortfalls.

Public Notice

Pursuant to A.R.S. 11-251.08, the general public is hereby notified that the Cochise County Board of Supervisors will hold a public hearing on July 8, 2014 at 10:00 A.M. to consider adoption of the following changes to the Solid Waste Fee Schedule:

Weighed Load Rate: Increase of \$1.50 per ton, for a final rate of \$55.00 per ton.

Weighed Load Rate: Increase of \$6.50 per ton for loads consisting of Construction and Demolition Debris brought into the Urban Transfer Stations which include Benson, Bisbee, Douglas, Willcox and Sierra Vista for a final rate of \$60.00 per ton.

Weighed Load Rate: Remove from the fee schedule and eliminate the incentive that provided a discounted \$35 per ton fee for commercial haulers that brought in over 2,500 tons per year directly to the Western Regional Landfill.

This hearing will be held at the Cochise County Board of Supervisors Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona 85603. This building is accessible by handicapped individuals.

Information is available with the Clerk of the Board by calling (520)-432-9200 or by mail, Attention: Arlethe Rios, Clerk of the Board, Cochise County Board of Supervisors, 1415 Melody Lane Bisbee, Arizona 85603 or via e-mail at arios@cochise.az.gov.

Public Hearings 14.
Solid Waste

Regular Board of Supervisors Meeting

Meeting Date: 07/08/2014

Remove Incentive for Commercial Haulers

Submitted By: Lisa Boone, Solid Waste

Department: Solid Waste

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS** 2
Signature **Submitted for Signature:**
Required

NAME of PRESENTER: Marty Haverty **TITLE of PRESENTER:** Director, Solid Waste Department

Mandated Function?: Federal or State **Source of Mandate or Basis for Support?:**
Mandate

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 14-18, authorizing the elimination of the reduced tipping fee for commercial haulers who directly haul over 2,500 tons of material to the Western Regional on an annual basis.

Background:

This proposed action will allow "Schedule A" or the fee schedule to be clear and concise regarding current fees and those that are used. The commercial haulers did not take advantage of this incentive and with the incentive remaining on the fee schedule long term could cause confusion in the future.

Department's Next Steps (if approved):

The approved item will be presented to the public for a 30 day public notice period. At the end of those 30 days: August 8 2014 the incentive will be removed from the fee schedule.

Impact of NOT Approving/Alternatives:

If not approved there will be no short term impact, long term inclusion of this unused incentive could cause confusion.

To BOS Staff: Document Disposition/Follow-Up:

Resolution to be signed/recorded, is attached. Solid Waste will remove item from the fee schedule.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Summary Incentive

publicnote

resolution Incentive removal

Martin D. Haverty
Director

Telephone: (520) 803-3770
Fax: (520) 803-3798



COCHISE COUNTY

Department of Solid Waste
2595 North Sagebrush Road
Huachuca City, Arizona 85616

MEMORANDUM

Date: June 25, 2014

To: Board of Supervisors

From: Martin Haverty, Director

Subject: **Resolution 14-___, Authorize removal from the fee schedule and eliminate the incentive that provided a discounted \$35 per ton fee for commercial haulers that brought in over 2,500 tons per year directly to the Western Regional Landfill.**

Recommendation: Adopt Resolution 14-___ removes the incentive for commercial haulers to receive a discounted tipping fee if over 2,500 tons is disposed of at the Western Regional Landfill directly, effective August 8, 2014.

Background (Brief): This proposed action is to remove the incentive which gives commercial haulers a financial incentive to dispose of material at the Western Regional Landfill, this incentive is not and has not been utilized by any commercial haulers and it is not effective to have this item on the tipping fee schedule or "Schedule A"

Next Steps/Action Items/Follow-up: The approved item will be presented to the public for a 30 day public notice period. At the end of those 30 days: August 8, 2014 the incentive offering discounted rates to commercial haulers will be taken off the fee schedule.

Impact of Not Approving: No immediate impact to not improving, long term impact could add to confusion by having this item on the fee schedule.

Public Notice

Pursuant to A.R.S. 11-251.08, the general public is hereby notified that the Cochise County Board of Supervisors will hold a public hearing on July 8, 2014 at 10:00 A.M. to consider adoption of the following changes to the Solid Waste Fee Schedule:

Weighed Load Rate: Increase of \$1.50 per ton, for a final rate of \$55.00 per ton.

Weighed Load Rate: Increase of \$6.50 per ton for loads consisting of Construction and Demolition Debris brought into the Urban Transfer Stations which include Benson, Bisbee, Douglas, Willcox and Sierra Vista for a final rate of \$60.00 per ton.

Weighed Load Rate: Remove from the fee schedule and eliminate the incentive that provided a discounted \$35 per ton fee for commercial haulers that brought in over 2,500 tons per year directly to the Western Regional Landfill.

This hearing will be held at the Cochise County Board of Supervisors Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona 85603. This building is accessible by handicapped individuals.

Information is available with the Clerk of the Board by calling (520)-432-9200 or by mail, Attention: Arlethe Rios, Clerk of the Board, Cochise County Board of Supervisors, 1415 Melody Lane Bisbee, Arizona 85603 or via e-mail at arios@cochise.az.gov.

RESOLUTION 14-____

Remove from the fee schedule and eliminate the unused incentive that provided a discounted \$35 per ton fee for commercial haulers that brought in over 2,500 tons per year directly to the Western Regional Landfill. Effective August 8, 2014

WHEREAS, Counties are authorized, pursuant to A.R.S. § 11-251.08, to adopt fee schedules for any products or services provided to the public; and

WHEREAS, a public hearing pursuant to A.R.S. § 11-251.08 has been properly noticed and held to consider the content and merit of this resolution; and

WHEREAS, in order to ensure the tipping fee schedule is clear and concise, remove the unused incentive for commercial haulers to receive a discounted tipping fee for directly disposing of over 2,500 tons of material to the Western Regional Landfill.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby approves removing the unused incentive for commercial haulers to utilize the Western Regional Landfill from Schedule “A” of the fee schedule, effective August 8, 2014.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona this ____ day of _____, 2014.

Pat Call, Chairman
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe Rios
Clerk of the Board

Britt W. Hanson
Chief Civil Deputy County Attorney

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 07/08/2014

Extension Request for Sonora Verde Subdivision Assurance Agreement

Submitted By: Beverly Wilson, Community Development**Department:** Community Development**Division:** Planning & Zoning**Presentation:** PowerPoint**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Beverly Wilson**TITLE of PRESENTER:** Planning Director**Docket Number (If applicable):** (S-87-07)**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Extend the Sonora Verde Subdivision (Docket S-87-07) Assurance Agreement with Fidelity National Title Agency, Inc., an Arizona Corporation, as trustee under trust number 10353, to May 17, 2017, and authorize the Chairman to sign the Agreement.

Background:**MEMORANDUM****REQUEST FOR ASSURANCE AGREEMENT EXTENSION**

This is a request from Mr. Joe Schneider, the Developer of the Sonora Verde Subdivision, for an extension of an Assurance Agreement which expired on May 17, 2014. His request is attached. Current slow economic conditions are the basis for his request.

There are six remaining lots (#34-39) held in trust for completion of improvements as shown below:

BACKGROUND

The Sonora Verde Estates Subdivision Final Plat was approved April 18, 1990. The project contained 43-lots, all over one-acre in size, to be built in two phases. The site is located approximately 2-miles north of Interstate 10, along Pomerene Road. The records indicate that on May 2, 1994, the improvements to the first phase of construction were accepted by the County and 24 lots were released from the original Assurance Agreement which was dated October 23, 1989. It appears from the files, that the developer made no further improvements, and the Assurance Agreement lapsed on October 23, 1992.

On May 5, 2005, a substitute Assurance Agreement was presented to the Board for their consideration to cover Phase 2 of the plat. At that time, a request from the developer to allow the aggregate base road standards approved with the 1989 Plat remain in place was supported by Staff and the Board. Phase 2 of the Plat was to be completed within three years, and the records indicate that this Substitute Assurance Agreement was recorded on June 1, 2005. The improvements commenced, and by June 14, 2007, 13 of the 19 lots in Phase 2 had been released. Six lots remain secured by the Assurance Agreement, which expired on May 17, 2014. The Applicant has submitted his request for another three-year extension, along with the \$500.00 fee.

ANALYSIS

The Assurance Agreement that secures the remaining six lots was extended in 2008, again in 2012, and currently expired on May 17, 2014. The improvements that are still pending include utilities and drainage along the roadway, and bringing the roadway up to the AB standard approved in 2005?prior to these lots being released by Cochise County. The remaining six lots lie in the center of the subdivision, and the unfinished road provides access to the

Pomerene Domestic Water's well and tanks. The unfinished portion is very short, approximately 800 linear feet, plus/minus. The Staff Memo dated May 5, 2005 (attached) stated that while improvement standards for County roads have changed from the original plat approval in 1989, the Highway and Floodplain Department supported the request to allow the subdivision to be completed with the aggregate base course (unpaved) surface as the roads appeared to be holding up well.

Twenty-five years have now passed since the original Final Plat was approved, and the County Road Standards have been in effect since 2003. The current standards would require double chip sealed roads at a minimum. Community Development staff still support the notion of allowing the Developer to complete this short length of road with the aggregate base course. However, County Engineer, Karen Riggs, states in her attached memo, that "the Highway and Floodplain staff have had to address the drainage coming off the unimproved length of road, which is impacting the maintained road and private property in the subdivision below it. Extending the opportunity for the subdivision to finish building out would require that the developer address these drainage issues when completing the road, which would reduce the time and cost for our staff."

Staff has reviewed this plat, and provides an estimated cost to provide an abandonment plat for the six lots to be \$500 in time and materials that would be expended by staff.

RECOMMENDATION

Staff is recommending that the Board consider approval of this requested extension for the Sonora Verde Subdivision, to allow the developer to finish this last portion of the plat. If the Board declines to grant this request, the potential for the Highway and Floodplain staff having to address the drainage from this unimproved portion of the subdivision will continue on an annual basis. As a condition for approval, the Board may stipulate that this will be the final request considered, and that these remaining six lots will be abandoned if the work is not completed within the three year timeframe ending on May 17, 2017.

Suggested Motion: Mr. Chairman, I move to approve the extension of The Sonora Verde Subdivision Assurance Agreement with Fidelity National Title Agency, Inc., as trustee under trust number 10353 to May 17, 2017, and hereby authorize the Chair to sign this agreement. I also move that this approval be conditioned on all required work being completed within that time and with the provision that the County will abandon the remaining six lots on this plat if it is not.

Department's Next Steps (if approved):

Planning Staff will continue to track this subdivision and its progress.

Impact of NOT Approving/Alternatives:

Ongoing storm water damage to existing roads and private property, and the six lots cannot be developed.

To BOS Staff: Document Disposition/Follow-Up:

After the Chairman signs the Extension Agreement, please record it and send original to Planning Staff.

Attachments

[Extension Request](#)

[County Engineer Memo](#)

[Staff Memo](#)

[2005 Staff Memo](#)

[PowerPoint](#)

Wilson, Beverly

From: Joe Rado [sunbumhale@msn.com]
Sent: Tuesday, April 22, 2014 12:07 PM
To: Wilson, Beverly
Cc: tim@azrealestatelaw.com; helene@azrealestatelaw.com; Linda schneider; mhill@fnf.com; kimberly.lockhart@pioneertitleagency.com; Michael miller
Subject: -----SONORA VERDE---PHASE III----RENEWAL---

Good Morning Ms. Beverly, Hope Your Easter Holiday was safe and enjoyable. As we know, the Assurance Agreements for Phase III, will expire next month. We are writing to request an extension of the Agreements and a Waiver of the 500.00 Fee. The value of the Land has fallen to next to nothing. We now have excellent agreements with the Utility Companies involved and the "heavy-lifting" to finish is completed. Investors and Lenders everywhere, have been contacted to Loan the Funds, needed to complete, but due to the un-checked "wildcatting" and negative news concerning our County population drop/economy, they have declined. Finally, an Investor has Loaned us Funds to pay the Taxes and several other Property obligations (only). We made a seven figure Investment in Cochise County, and firmly believe in the future of our area. Our Sub-Division is "Pride of Ownership", with the quality residents, we all want AND need. We are confident, within the next Year or Two, a Lender or qualified Buyer will be found to finance/ complete Phase III. These premium Home-Sites will attract more quality Property Owner/Residents to our County. I would not ask for the Fee Waiver, if not in financial distress and slowly recovering from a severe illness. Everyone with the County Gov. has been great to work with, and we just want to continue our relationship. Please feel free to call or write at anytime. Thank You very much. With Respect Always, Joe Schneider-Sonora Verde Estates.

Wilson, Beverly

From: Riggs, Karen
Sent: Wednesday, June 18, 2014 4:39 PM
To: Wilson, Beverly; Ellis, Ronald
Subject: Sonora Verde Subdivision Roads

I don't think we can reach to requiring them to pave the roads as a condition of extending the assurance agreement. And yes, it's just a small length of road (although at the top of the hill and the end of the other subdivision road) that remains to be improved (along with water lines, I think). I think it would make sense to extend the assurance agreement, have a shot of getting the improvements in and those lots sold. THEN maybe the owners of all lots can come together and approach the county with a proposal to improve their roads (some sort of public-private partnership that the Board could entertain).

H&F staff have had to address the drainage coming off the unimproved length of road and impacting the maintained road and private property in the subdivision below it. Extending the opportunity for the subdivision to finish building out would require that the developer address these drainage issues when completing the road, which would reduce the time and cost of our staff experiences.

*Karen C. Riggs, P.E., L.S.
Director, Highway & Floodplain Division
Cochise County Community Development Dept.
1415 W Melody Lane
Bisbee, AZ 85603
520-432-9300*



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Board of Supervisors
Through: Michael J. Ortega, County Administrator
FROM: Beverly Wilson, Planning Director
SUBJECT: Extension of Assurance Agreement, Sonora Verde Subdivision (S-87-07)
DATE: June 17, 2014 for the July 8, 2014 Meeting

REQUEST FOR ASSURANCE AGREEMENT EXTENSION

This is a request from Mr. Joe Schneider, the Developer of the Sonora Verde Subdivision, for an extension of an Assurance Agreement which expired on May 17, 2014. His request is attached. Current slow economic conditions are the basis for his request.

There are six remaining lots (#34-39) held in trust for completion of improvements as shown below:



BACKGROUND

The Sonora Verde Estates Subdivision Final Plat was approved April 18, 1990. The project contained 43-lots, all over one-acre in size, to be built in two phases. The site is located approximately 2-miles north of Interstate 10, along Pomerene Road. The records indicate that on May 2, 1994, the improvements to the first phase of construction were accepted by the County and 24 lots were released from the original Assurance Agreement which was dated October 23, 1989. It appears from the files, that the developer made no further improvements, and the Assurance Agreement lapsed on October 23, 1992.

On May 5, 2005, a substitute Assurance Agreement was presented to the Board for their consideration to cover Phase 2 of the plat. At that time, a request from the developer to allow the aggregate base road standards approved with the 1989 Plat remain in place was supported by Staff and the Board. Phase 2 of the Plat was to be completed within three years, and the records indicate that this Substitute Assurance Agreement was recorded on June 1, 2005. The improvements commenced, and by June 14, 2007, 13 of the 19 lots in Phase 2 had been released. Six lots remain secured by the Assurance Agreement, which expired on May 17, 2014. The Applicant has submitted his request for another three-year extension, along with the \$500.00 fee.

ANALYSIS

The Assurance Agreement that secures the remaining six lots was extended in 2008, again in 2012, and currently expired on May 17, 2014. The improvements that are still pending include utilities and drainage along the roadway, and bringing the roadway up to the AB standard approved in 2005—prior to these lots being released by Cochise County. The remaining six lots lie in the center of the subdivision, and the unfinished road provides access to the Pomerene Domestic Water's well and tanks. The unfinished portion is very short, approximately 800 linear feet, plus/minus. The Staff Memo dated May 5, 2005 (attached) stated that while improvement standards for County roads have changed from the original plat approval in 1989, the Highway and Floodplain Department supported the request to allow the subdivision to be completed with the aggregate base course (unpaved) surface as the roads appeared to be holding up well.

Twenty-five years have now passed since the original Final Plat was approved, and the County Road Standards have been in effect since 2003. The current standards would require double chip sealed roads at a minimum. Community Development staff still support the notion of allowing the Developer to complete this short length of road with the aggregate base course. However, County Engineer, Karen Riggs, states in her attached memo, that "the Highway and Floodplain staff have had to address the drainage coming off the unimproved length of road, which is impacting the maintained road and private property in the subdivision below it. Extending the opportunity for the subdivision to finish building out would require that the developer address these drainage issues when completing the road, which would reduce the time and cost for our staff."

Staff has reviewed this plat, and provides an estimated cost to provide an abandonment plat for the six lots to be \$500 in time and materials that would be expended by staff.

RECOMMENDATION

Staff is recommending that the Board consider approval of this requested extension for the Sonora Verde Subdivision, to allow the developer to finish this last portion of the plat. If the Board declines to grant this request, the potential for the Highway and Floodplain staff having to address the drainage from this unimproved portion of the subdivision will continue on an annual basis. As a condition for approval, the Board may stipulate that this will be the final request considered, and that these remaining six lots will be abandoned if the work is not completed within the three year timeframe ending on May 17, 2017.

Suggested Motion: *Mr. Chairman, I move to approve the extension of The Sonora Verde Subdivision Assurance Agreement with Fidelity National Title Agency, Inc., as trustee under trust number 10353 to May 17, 2017, and hereby authorize the Chair to sign this agreement. I also move that this approval be conditioned on all required work being completed within that time and with the provision that the County will abandon the remaining six lots on this plat if it is not.*

Attachments:

Owner's Extension Request

Staff Memo dated May 5, 2005

County Engineers email dated 6.18.14



COCHISE COUNTY PLANNING DEPARTMENT

1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240

Fax 432-9278

James E. Vlahovich, Director

To: Board of Supervisors
Through: Jody Klein, County Administrator

From: Judy Anderson, Assistant Planning Director
For: James E. Vlahovich, Director

Subject: Sonora Verde Estates Subdivision, New Assurance Agreement

Date: May 5, 2005

Background and Request

The Sonora Verde Estates subdivision is located on the southwest side of Pomerene Road. It consists of 43 lots, 25 of which are already developed. The Assurance Agreement which guarantees that subdivision improvements are built before lots are sold has lapsed for the remaining 18 lots in phase II. The developer is Joseph Schneider, represented by Timothy Remick of Little, Remick and Capp Attorneys at Law. Mr. Schneider is requesting that the assurance agreement be extended to allow him to complete the improvements for the remaining 18 lots. He further requested a waiver from the County Engineer to allow the remaining roads to be surfaced with aggregate base course (AB-unpaved) to match the surface of the phase I roads. A letter from Mr. Remick describing the request is attached for the Board's review. The alternative to extending or entering into a new assurance agreement is to abandon the existing plat for phase II and to require the applicant to start the platting process over again.

The subdivision is zoned TR-18 however all lots are over an acre in size. Water is provided by a local water company and sewage disposal is accomplished by individual septic systems. The roads are dedicated to the County and two access points are provided to Pomerene Road.

Analysis

This subdivision was approved in 1989 and improvement standards have changed since that date. Specifically, the phase I of this subdivision was developed with an aggregate base course (AB-unpaved) road surface. The current standard requires double bituminous surface treatment (DBST, double chip seal). The applicant has requested that he be allowed to continue to use AB for the road sections in phase II.

The Highway and Floodplain Department is supporting the aggregate base course in this situation. The roads in phase I which serve 25 lots have held up well. The maintenance costs associated with the existing roads in phase I are low. The traffic generated by the 18 lots in phase II is not enough to significantly change the level of future maintenance needed. Further, the layout of phase II disperses traffic along two different roads so that the impacts are further

minimized on any one road. The roads in phase II also contain some grade changes that will require traffic to go fairly slow; paving could encourage higher speeds on local streets. The remaining road lengths are short and do not allow through traffic from outside of the subdivision and are not needed to serve greater area circulation needs in the future. If the applicant is required to provide a DBST surface, the traveling public (local traffic only for 18 homes) will go from a chip-seal road to aggregate to chip-seal.

For all of these reasons, it is concluded that that it would be somewhat of a hardship and inappropriate to make this last phase meet current standards. This waiver will not set a precedent for new subdivisions, as any subdivision submitted after the adoption of the current road construction standards would have to meet current standards. As a condition of the assurance agreement (exhibit b), we are recommending that the developer submit new improvement plans to address other more technical changes in current roadway construction standards.

The form and format of the assurance agreement has also changed since this subdivision was approved. Rather than extend the existing assurance agreement, a new agreement is considered appropriate.

In conclusion, there are a number of factors that support the request for the Board to enter into a new assurance agreement with the developer rather than requiring the developer to start the subdivision platting process over again. More than fifty percent of the lots have been sold and the subdivision roads in phase I function well with little County maintenance. The 18 lots in phase II will not generate enough additional traffic to raise a concern that future maintenance we be problematic.

Recommended Motion

Mr. Chairman, I move that the Board of Supervisors enter into a new Assurance Agreement for Sonora Verde Estates, Phase II and authorize the Chairman to sign.



Sonora Verde Subdivision (S-87-07)

A Request for an Assurance Agreement Extension

Board of Supervisors

7.8.14



The Sonora Verde Subdivision (S-87-07)

- Plat approved in 1989.
- Located approximately 2 miles north of I-10 along Pomerene Road.
- 43 lots just over one acre in size.
- Improvements made and 24 lots released in 1994.
- Development stalled until 2005.
- New Assurance Agreement accepted in 2005, approved with original AB/gravel roads.
- 19 lots remained secured by AA.



The Sonora Verde Subdivision (S-87-07)

- By June of 2007, 13 of those 19 lots released.
- Assurance Agreement expired and extended in 2008 and 2011.
- Now requesting extension to May 17, 2017, for remaining six lots #34 – 39.
- Staff recommends that the AB/gravel road standard be accepted.
- Cost for staff to abandon the plat is estimated at \$500.00.
- As of June 24th, the taxes were paid through 2013.



Recommendation

- Staff recommends the Board approves this request and that the Chairman sign the Extension of Assurance Agreement to a new date of May 17, 2017.

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 07/08/2014

Contract Renewal for Guardrail Repair and Replacement

Submitted By: Terry Hudson, Procurement

Department: Procurement

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature NOT # of ORIGINALS 0
Required Submitted for Signature:

NAME of PRESENTER: Terry Hudson **TITLE of PRESENTER:** Senior Buyer

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an increase and the renewal of Contract No. IFB 11-51-HFP-04 for Guardrail Repair and Replacement for the Community Development Highway and Floodplain Division to Brown & White, Inc. in the not to exceed amount of \$372,370 for the period of August 1, 2014 through July 31, 2015 .

Background:

This will be the third renewal of Contract No. IFB 11-51-HFP-04 approved by the Board of Supervisors on July 10, 2011. The requested increase amount of \$112,370 is for the current ongoing Gleeson Road improvement project and the \$260,000 will be used in the FY 14-15 work plan. Brown @ White Inc. has agreed to hold their pricing firm for the contract renewal period.

Department's Next Steps (if approved):

Process purchase orders and monitor contract performance.

Impact of NOT Approving/Alternatives:

The Procurement Department would be required to obtain quotes every time there was a requirement for guardrail repair and replacement resulting in higher prices and additional workload for both the Procurement Department and Highway and Floodplain Division.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding

Sources (if known):

The Community Development Highway and Floodplain Division have budgeted for this expenditure in the FY 2014-15 annual work plan fund line 251-4010-9-421.900.

Attachments

Signed Renewal Agreement



COCHISE COUNTY PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: 520-432-8391 Fax: 520-432-8397
thudson@cochise.az.gov

June 24, 2014

Peter Granillo
Brown and White, Inc.
P.O. Box 27283
Tucson, AZ 85726

Re: Contract Renewal #11-51-HFP-04 – Guardrail Repair and Replacement

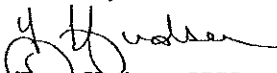
Dear Mr. Granillo:

The Cochise County Board of Supervisors approved the renewal of the above referenced contract with your firm on June 25, 2013 for the period of August 1, 2013 through July 31, 2014. The terms and conditions of the original contract allow for the option to renew the contract for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the third renewal term.

The County is considering the renewal of this contract for the term of August 1, 2014 through July 31, 2015. Please indicate your decision below, then sign and return this letter to my attention. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,


Terry Hudson, CPPB
Senior Buyer

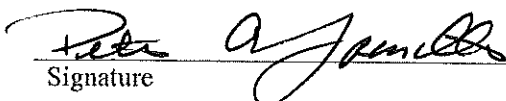
AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

 X Agree to a one-year renewal at the same pricing and terms.

 Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

PETER A. GRANILLO
Name (Type or print)

PRESIDENT
Title


Signature

6/26/2014
Date

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 W. MELODY LANE, BLDG C
BISBEE, AZ 85603

INVITATION FOR BIDS IFB-11-51-HFP-04
GUARDRAIL REPAIR & REPLACEMENT

ORIGINAL

SECTION FIVE - BID SUBMITTAL
TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish all labor, material, tools, vehicles and any other related item necessary to repair or replace accident damaged guardrail within the roadway boundaries of Cochise County in compliance with all terms, conditions, specifications, and amendments in the solicitation.

1.0 Provide pricing

Item No.	Description	Unit Price	Benson	Bisbee	Douglas	Elfrida	Portal - San Simon	Sierra Vista	Sunstates - Sunizona	Tombstone	Willcox
1	Guardrail installed in place as specified, to include installation, material and removal of bent and damaged guardrail, post and block	Priced per linear foot	\$ 20.50	\$ 31.90	\$ 28.90	\$ 23.50	\$ 32.75	\$ 28.90	\$ 28.90	\$ 27.80	\$ 23.90
2	Guardrail Removal as specified	Priced per linear foot	\$ 8.00	\$ 10.00	\$ 10.00	\$ 9.00	\$ 12.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
3	Hourly labor rate for any additional related work	Per Hour	\$ 159	\$ 159	\$ 159	\$ 159	\$ 169	\$ 159	\$ 159	\$ 159	\$ 159
4	Install/replace guardrail end treatments	Each	\$ 3100	\$ 3800	\$ 3800	\$ 3700	\$ 3950	\$ 3800	\$ 3880	\$ 3880	\$ 3880
5	Reconstruct guardrail with material supplied by others	Priced per linear foot	\$ 11.00	\$ 18.00	\$ 13.00	\$ 13.00	\$ 18.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00
6	Bolted Anchors	Each	\$ 275	\$ 275	\$ 275	\$ 275	\$ 295	\$ 275	\$ 275	\$ 275	\$ 275

BROWN and WHITE INC.

PETE GRANILLO

Company Name

Representative Name

6/26/14

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 W. MELODY LANE, BLDG C
BISBEE, AZ 85603

INVITATION FOR BIDS IFB-11-51-HFP-04
GUARDRAIL REPAIR & REPLACEMENT

SECTION FIVE - BID SUBMITTAL (continued)

Item No.	Description	Unit Price	Benson	Bisbee	Douglas	Elfrida	Portal - San Simon	Sierra Vista	Sunsites - Sunizona	Tombstone	Wilcox
7	Wall Transitions Tiebeam	Each	\$3200	\$3200	\$3200	\$3200	\$3400	\$3200	\$3200	\$3200	\$3200
8	Single Rail	Each	\$1290	\$1545	\$1290	\$1290	\$1600	\$1290	\$1290	\$1290	\$1290
9	TA-33 Traffic Control per day	Each	\$1200	\$1200	\$1200	\$1200	\$1200	\$1200	\$1200	\$1200	\$1200
10	Shoulder closure per day	Each	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900
11	TA-45 movable barrier per day	Each	\$1875	\$1875	\$1875	\$1875	\$1875	\$1875	\$1875	\$1875	\$1875
12	Message Board per day	Each	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130
13	Attenuator Truck per day	Each	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145
14	Mobilization	Each	\$650	\$800	\$1500	\$800	\$1600	\$700	\$800	\$700	\$800

BLOWN and WHITE INC.

PETE GRANILLO

Company Name

Representative Name

6/26/14

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 W. MELODY LANE, BLDG C
BISBEE, AZ 85603

INVITATION FOR BIDS IFB-11-51-HFP-04
GUARDRAIL REPAIR & REPLACEMENT

SECTION FIVE - BID SUBMITTAL (continued)

2.0 Provide pricing for the individual items

Item No.	Description	Unit	Price
1	25 ft. 12 ga. galvanized guardrail	each	\$ 167.00
2	Core-Ten, 25 ft. 12 ga.	each	\$ 180.00
3	Etched, 25 ft. 12 ga.	each	\$ 192.00
4	12 ft. 6 in. 12 ga.	each	\$ 81.00
5	Pre-punched BCT 12 ft. 6 in.	each	\$ 145.00
6	Core-Ten 12 ft. 6 in. 12 ga.	each	\$ 84.00
7	Etched, 12 ft. 6 in. 12 ga.	each	\$ 109.00
8	Concave 12 ft. 6 in. 12 ga.	each	\$ 95.00
9	Convex 12 ft. 6 in. 12 ga.	each	\$ 95.00
10	Flare Ends, Standard	each	\$ 28.00
11	Posts, C.C.A.	each	\$ 25.00
12	Posts, C.C.A., 6 in x 8 in x 64 in	each	\$ 56.00
13	Blocks, C.C.A., 8 in x 8 in x 14 in	each	\$ 7.50
14	Extruder Terminal Assembly	each	\$ 1695.00
15	External Post 6 ft. x 8 in.	each	\$ 22.00
16	Cable Anchor	each	\$ 260.00
17	Post Anchor	each	\$ 178.00
18	Offset strut including hardware	each	\$ 106.00
19	25 foot Extruder Rail	each	\$ 250.00
20	SKT 350 assembly	each	\$ 1695.00
21	Button Head Bolt, 5/8 in. x 1-1/4 in.	each	\$ 1.55
22	Button Head Bolt, 5/8 in. x 2 in.	each	\$ 1.95

BROWN and WHITE INC.

PETE GRANILLO

Company Name

Representative Name

6/26/14
Bj

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 W. MELODY LANE, BLDG C
BISBEE, AZ 85603

INVITATION FOR BIDS IFB-11-51-HFP-04
GUARDRAIL REPAIR & REPLACEMENT

SECTION FIVE -- BID SUBMITTAL (continued)

2.0 Provide pricing for the Individual Items

Item No.	Description	Unit	Price
23	Button Head Bolt, 5/8 in. x 10 in.	each	\$ 2.35
24	Button Head Bolt, 5/8 in. x 18 in.	each	\$ 2.68
25	Washer, round 5/8 in.	each	\$.21
26	Washer, 1-3/4 in x 3 in x 3/16 in	each	\$.45
27	Bolted Anchoe C-10.23	each	\$ 178.00
28	Safety Barricade Repair per Linear Foot	linear foot	\$ 22.55

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms: 0 % discount if paid within _____ days or net _____ days after receipt of invoice.

Tax:

The County as applicable will add State of Arizona and other Arizona government sales taxes to the bid price. The County is exempt from F. E. T. Indicate tax rate to be applied 7.1 %

BROWN and WHITE INC. PETE GRANILLO
Company Name Representative Name

6/26/14

Action 17.
Indigent Defense

Regular Board of Supervisors Meeting

Meeting Date: 07/08/2014

Request for General Fund Contingency Funds

Submitted By: Amy Hunley, Indigent Defense

Department: Indigent Defense

Presentation: No A/V Presentation

Document Signatures: BOS Signature NOT Required

Recommendation: Approve

of ORIGINALS 0
Submitted for Signature:

NAME
of PRESENTER: Michael Ortega

TITLE
of PRESENTER: County Administrator

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the transfer of funds in the amount of \$100,000 from General Fund Contingency Account to Indigent Defense Coordinator (IDC) budget accounts.

Background:

IDC is requesting contingency funds in the amount of \$100,000 for its projected FY13/14 budget shortfall. This shortfall is attributable to expenses incurred in a capital murder case. Please see the attached Memorandum for additional information.

Department's Next Steps (if approved):

If approved, IDC will be able to pay court-appointed attorneys' fees and case-related costs for the remainder of FY13/14.

Impact of NOT Approving/Alternatives:

If not approved, IDC will be unable to pay court-appointed attorneys' fees and case-related costs for the remainder of FY13/14

To BOS Staff: Document Disposition/Follow-Up:

If approved, please notify Mike McGinnis, Budget Manager, so the funds can be transferred to the IDC budget.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: FY13/14

One-time Fixed Costs? (\$\$\$): 100,000

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?: General Fund Contingency

Fiscal Impact & Funding Sources (if known):

This is a request for a one-time transfer of \$100,000 from the General Fund Contingency to the IDC budget to cover the FY13/14 IDC budget shortfall caused by capital murder case expenses.

Attachments

IDC Contingency Fund Request



IDC

Indigent Defense Coordinator

Old Bisbee High School, 3rd Floor
(Mailing Address: 1415 Melody Lane)

Bisbee, AZ 85603

(520)432-9800 FAX: (520)432-8461

www.cochise.az.gov/IDC

MEMORANDUM

To: Board of Supervisors

Cc: Michael Ortega, County Administrator
James Vlahovich, Deputy County Administrator

From: Amy Hunley, Indigent Defense Administrator

Date: June 27, 2014

Re: IDC Request for General Fund Contingency Transfer

IDC is requesting contingency funds in the amount of \$100,000 for its projected FY13/14 budget shortfall. Based on year-to-date expenses, IDC anticipates a total shortfall of \$96,511 due to expenses incurred in the State v. Sappington capital murder case. This case is assigned to private attorneys due to conflicts in the Public Defender and Legal Defender offices.

Attachment A contains FY13/14 projections for the Indigent Defense Coordinator, Public Defender and Legal Defender budgets. Attachment B contains IDC's FY13/14 budget projection. Revenue figures in Attachment A are provided for informational purposes only as those monies are deposited to the General Fund and are not available for use by the departments.

Attachments

INDIGENT DEFENSE BUDGET

FY13/14 BUDGET PROJECTED THROUGH JUNE 2014								
Description	Amended Budget	Actual Expenses through 5/31/14	Projected Expenses through 6/30/14	Budget Less Projected Expenses	FY12/13 Adopted Budget	FY12/13 Total Expenses	FY11/12 Adopted Budget	FY11/12 Total Expenses
Indigent Defense Coordinator	\$1,102,862	\$1,085,642	\$1,199,373	-\$96,511	\$997,490	\$1,289,467	\$994,761	\$1,393,745
Public Defender	\$1,337,219	\$1,198,000	\$1,336,365	\$854	\$1,423,533	\$1,259,343	\$1,400,726	\$1,380,753
Legal Defender	\$905,491	\$822,404	\$905,491	\$0	\$887,348	\$891,713	\$874,406	\$858,438
TOTALS	\$3,345,572	\$3,106,046	\$3,441,229	-\$95,657	\$3,308,371	\$3,440,523	\$3,269,893	\$3,632,936
TOTAL FY12/13 & FY11/12 INDIGENT DEFENSE BUDGET LESS EXPENSES					-\$132,152		-\$363,043	

FY13/14 SALARY/VACANCY SAVINGS (Included in IDC/PD/LD Budget Projections)		
	Salary Savings	Vacancy Savings
Indigent Defense Coordinator	\$ -	\$ -
Public Defender	\$ (506)	\$ 56,700
Legal Defender	\$ -	\$ -
TOTALS	\$ (506)	\$ 56,700

FY13/14 REVENUE (General Fund Deposits not Included in IDC/PD/LD Budgets)	
PROJECTED Attorneys' Fees Collected by Courts <i>Actual July 2013-May 2014 Amount: \$61,000 (PD Revenue)</i>	\$70,000
PROJECTED Salary Reimbursement from FTG Grant funds <i>PD Paralegal Amount: \$24,730 (PD Revenue)</i> <i>LD Investigator Amount: \$37,881 (Paid directly from Grant)</i>	\$62,611
TOTAL PROJECTED REVENUE	\$132,611

INDIGENT DEFENSE COORDINATOR BUDGET

Description	FY13/14				FY12/13		FY11/12	
	Adopted Budget	Actual Expenses 5/31/14	Projected Expenses through 6/30/14	Budget Less Projected Expenses	Adopted Budget	Year End Expenses 6/30/13	Adopted Budget	Year End Expenses 6/30/12
Administrative Expenses (including Salaries/Benefits)	\$ 119,791	\$ 103,736	\$ 114,848	\$ 4,943	\$ 122,638	\$ 113,478	\$ 114,690	\$ 101,659
Psychological Evaluations	\$ 4,071	\$ 9,525	\$ 9,525	\$ (5,454)	\$ 4,071	\$ 4,875	\$ 4,071	\$ 14,121
Rule 11 Examinations	\$ 35,000	\$ 21,515	\$ 25,000	\$ 10,000	\$ 14,000	\$ 28,575	\$ 14,000	\$ 40,735
Court Investigator Fees	\$ 5,000	\$ 23,525	\$ 30,000	\$ (25,000)	\$ 5,000	\$ 19,452	\$ 5,000	\$ 52,772
Witness Fees	\$ 10,000	\$ 63,619	\$ 70,000	\$ (60,000)	\$ 10,000	\$ 90,158	\$ 10,000	\$ 68,184
Juvenile Indigent Defense	\$ 228,500	\$ 313,227	\$ 350,000	\$ (121,500)	\$ 228,500	\$ 344,173	\$ 228,500	\$ 300,430
Adult Indigent Defense	\$ 618,500	\$ 550,494	\$ 600,000	\$ 18,500	\$ 618,500	\$ 688,755	\$ 618,500	\$ 815,844
TOTAL	\$1,020,862	\$1,085,642	\$ 1,199,373	\$ (178,511)	\$ 1,002,709	\$ 1,289,467	\$ 994,761	\$ 1,393,745
IDC BUDGET SHORTFALL - FY12/13 and FY11/12					(\$286,758)		(\$398,984)	
Transfers from PD and Contingency Funds FY13/14: \$82,000 PD FY12/13: \$280,000 contingency funds, \$68,360 PD FY11/12: \$500,000 contingency funds					\$348,360		\$500,000	

FY13/14 expenses for Adult Indigent Defense, Witness Fees, and Court Investigator Fees include expenses incurred in the State v. Sappington capital murder case. The Sappington case is currently scheduled for a six-week trial beginning in January 2015.

Juvenile Indigent Defense expenses consist of attorneys' fees and costs for juvenile delinquency, dependency and severance cases, with the majority of the expenses attributable to dependency cases. Dependency cases typically remain open and active for several years before being resolved. Expenses include dependency flat fee payments (\$1,200 for the first year and \$500 for each additional year) for cases assigned after July 1, 2012 and payments for pre-contract cases billed at \$50/hour. There has been a 84% increase in the number of new dependency case assignments since FY11/12.

**Action 18.
Procurement**

Regular Board of Supervisors Meeting

Meeting Date: 07/08/2014

Legal Advertising

Submitted By: Terry Rutan, Procurement

Department: Procurement

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 3

NAME of PRESENTER: Terry Rutan **TITLE of PRESENTER:** Senior Buyer

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 11-255

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an award of contract for Legal Advertising Services in accordance with ARS §11-255, and as per responses received to Invitation for Bids (IFB) No. 14-37-PUR-03 to Arizona Range News for the period of July 1, 2014 through June 30, 2015.

Background:

Background: In accordance with ARS §11-255, the Board shall contract annually for all advertising, publications and printing required to be done by all departments of county government. IFB No. 14-37-PUR-03 was released on May 28, 2014, and mailed to six newspaper publishing firms within Cochise County. The bid was advertised in the Arizona Range News on June 5 and 12, Two bids were received by the bid closing date and time of June 25, 2014, 4:00 P.M. MST. The bids were evaluated by procurement staff.

The Procurement Department is recommending an award of contract to the Arizona Range News as the lowest responsive and responsible bidder meeting all the requirements of the bid solicitation. However, the Procurement Department does acknowledge that the Sierra Vista Herald has a wider readership base than the Arizona Range News based on their average annual paid subscriptions and area of distribution. The Arizona Range News was awarded the contract for July 1, 2012 through June 30, 2013 and again for July 1, 2013 through June 30, 2014.

In accordance with part four, Section 1.0 of the bid specifications, the Board of Supervisors will award the Contract to the lowest and best bidder, as determined in the discretion of the Board. The Board may base its decision upon a number of factors, including but not limited to the number of readers and subscribers, the area of distribution, the total cost to the County, and the convenience of publication.

Department's Next Steps (if approved):

Execute the contract, monitor contract performance

Impact of NOT Approving/Alternatives:

County will be in violation of ARS §11-255 which requires that the Board shall contract annually for all advertising, publications and printing required to be done or made by all departments of county government.

To BOS Staff: Document Disposition/Follow-Up:

Sign contract.

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:**
Unbudgeted: ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

Based on the annual estimated volume/usage, the annual costs by each bidder is as follows:

Sierra Vista Herald/Bisbee Register	\$57,773.00
Arizona Range News	\$28,891.25

Attachments

Legal Advertising

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**INVITATION for BIDS #IFB 14-37-PUR-03
Legal Advertising**

**NOTICE OF INVITATION FOR BIDS 14-37-PUR-03
LEGAL ADVERTISING**

**REQUESTED BY COCHISE COUNTY
PROCUREMENT DEPARTMENT**

**BIDS ARE DUE June 25, 2014
AT 4:00 P.M., LOCAL STANDARD TIME**

Notice is hereby given that sealed competitive bids for providing specified material, services, equipment or construction, will be accepted by the Senior Buyer at the specified location, until the time and date cited. The bids will be publicly opened in the Procurement Department conference room and will be read aloud. Any bids received later than the date and time specified above will be returned unopened.

Cochise County is seeking qualified firms/organizations to provide publication of legal advertising for all County departments. Legal advertising is that which is required by statute for all County Departments. This includes publication of solicitation notices, election proclamations; Treasurer's Notice of Tax Sales, Board of Supervisors' Notice of Land Sales, annual publication of the County's tentative budgets and other public notices as required or authorized to be published at County expense. Other classified advertising and display ads may also be taken into consideration. This does not include advertising, publishing or printing that is required by statute to be done in a location other than that of the official newspaper of the County.

Copies of the solicitation are available on the Public Purchase e-Procurement web site at www.publicpurchase.com. For detailed registration information visit the County's web site www.cochise.az.gov click on "Departments", and then click on "Procurement". If additional information is needed contact the Procurement Representative, Terry Rutan, Senior Buyer at phone 520-432-8392, fax 520-432-8397, TDD (520)432-8360, or e-mail trutan@cochise.az.gov.

The Cochise County Board of Supervisors reserves the right to accept or reject any offer or any part thereof; to defer action on the offers; to reject all offers; to waive any informalities in the bidding procedures. Deviations from the bid specifications may be considered at the option of the Board of Supervisors.

Bids shall be received at: Cochise County Procurement Department, 1415 Melody Lane, Building C, Bisbee, Arizona 85603, until the time and date cited above. Bids must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above. Late bids shall be returned unopened. Electronic format proposals will not be accepted unless specifically required in the Invitation for Bids.

It is the Bidder's responsibility to monitor the Public Purchase e-Procurement web site for possible addenda to this bid to inform him/herself of the most current specifications, terms and conditions and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: www.publicpurchase.com. Failure of the bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to return signed addenda(s), when required, may be cause for the rejection of the bid.

Terry Rutan
Senior Buyer

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**INVITATION for BIDS #IFB 14-37-PUR-03
Legal Advertising**

BID FORM

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish the material/equipment/ service in compliance with all terms, conditions, specifications, and amendments in the solicitation. Signature also certifies understanding and compliance with Part Six General Terms and Conditions, Section 1.

1.0 Provide the following information; all line items must have a response.

Item Number	Description	Response
1.1	Frequency of publication	
1.2	Day or days of publication	
1.3	Deadline for receipt of copy	
1.4	Type size and style used for legal advertising only	
1.5	Lines per column inch for legal advertising only	
1.6	Column width used for legal advertising only	
1.7	Able to accept "tif" or "pdf" files	
1.8	Is the "slug" included as a part of price per column inch for which the County will be charged?	[] Yes [] No
1.9	Cost of additional copies of any particular issue	
1.10	Average annual paid subscriptions (Number of issues not dollar amount)	
1.11	Average number of newsstand sales per issue (Number of issues not dollar amount)	
1.12	List cities and communities in Cochise County reached by paid subscriptions (Attach additional pages if needed)	
1.13	List cities and communities in Cochise County where newsstands are located (Attach additional Pages if needed)	
1.14	Rate Card submitted	
1.15	Sample of legal ad submitted	

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**INVITATION for BIDS #IFB 14-37-PUR-03
Legal Advertising**

2.0 Provide the following pricing information. All line items must be completed:

Item Number	Estimated Annual Usage (Column Inches)	Description	Price per Column Inch (Based on 2" Column)		Extended Price
2.1	6,367	Printing of camera-ready copy to enlarge/reduce for first insertion			
2.2	5,000	Second (duplicate) insertion			
2.3	2,000	Printing of copy, including typesetting			
2.4	8,127	Charge per column inch for inserting printing of Treasurer's Notice of Tax Sale Insert			
2.6	200 copies	Charge for copies of Treasurer's Notice of Tax Sale Insert	Price per Copy		
2.7		Charge for additional copies of Treasurer's Notice of Tax Sale Insert	Price per Copy		
2.8	800	Charge per column inch for first printing of Board of Supervisors' Notice of Land Sale			
2.9		Annual publication of County's tentative budgets			
2.10	1,219	Legal Display Ads			
2.11		Charge for <i>additional original</i> Publisher's Affidavit of Publication	Price Each		
2.12		Charge for photocopies of Publisher's Affidavit of Publication	Price Each		
2.13		Charge for processing magnetic media submitted in IBM compatible ASCII format			

3.0 Charges for Additional Services:

Will not be used in the evaluation process.

	Column Inches	Description	Price per Column Inch	Extended Price
3.1	8,446	Display inches, not legal		
3.2	2,753	Classified inches, not legal		

4.0 Indicate if the bidder has the capability of receiving camera ready copy via e-mail (the

County standard is Microsoft Word 2007): _____

State of Arizona and other Arizona government sales taxes will be added to the bid price by the County as applicable. The County is exempt from F. E. T.

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**INVITATION for BIDS #IFB 14-37-PUR-03
Legal Advertising**

BID CLARIFICATION AND AUTHORIZATION

This information must be provided by the responder or the bid shall be considered unresponsive.

Bid Authorization:

Arizona Transaction (Sales) Privilege Tax License
Number

Federal Employer Identification Number

Company Name

Mailing Address

City State Zip
Code

For clarification of this offer contact:

Name

Title

Phone Fax

e-mail

Signature of Person Authorized to Sign Offer

Printed or Typed Name

Title

Phone Fax

e-mail address

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**INVITATION for BIDS #IFB 14-37-PUR-03
Legal Advertising**

Affidavit of Compliance:

This Affidavit of Compliance must be completed and returned with the bid.

AFFIDAVIT OF COMPLIANCE

STATE OF ARIZONA}
SS.
COUNTY OF COCHISE}

_____, being duly sworn upon his oath, hereby deposes and says:

- (1) That Affiant is a duly authorized representative of
- (2) That, in the course of preparations for submission of a bid for publication services to be rendered to Cochise County pursuant to A.R.S. §11-255 and §39-201, et. seq., Affiant has read, and understands the requirement for bidders established pursuant to A.R.S. §39-201(A).
- (3) That, based upon such understanding, Affiant swears that
_____ Is fully in compliance with the requirements of A.R.S. §39-201
(Name of Firm)

FURTHER, AFFIANT SAYETH NOT.

Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

PART ONE

1.0 Introduction:

This document constitutes an Invitation for Bids (IFB) or a Request for Proposal (RFP), via competitive sealed bids/proposals from qualified individuals and organizations to provide equipment, materials, services or construction per the Specifications/Scope of Work as set forth herein.

1.1 For ease of use only, this document is divided into the following sections:

Part One	Introduction and Background
Part Two	General Instructions to Bidders/Offerors
Part Three	Special Instructions to Bidders/Offerors
Part Four	Scope of Work/Statement of Work
Part Five	Special Terms and Conditions
Part Six	General Terms and Conditions
Part Seven	Form of Agreement
Part Eight	Exhibits and Attachments

PART TWO

GENERAL INSTRUCTIONS TO BIDDERS/PROPOSERS

1.0 Definition of Key Words Used in the Invitation for Bids/Request for Proposals:

- 1.1 **County:** Cochise County, Arizona
- 1.2 **Contractor, Consultant:** The individual, partnership, or corporation who, as a result of the competitive bidding/proposal process, is awarded this Contract by Cochise County
- 1.3 **Contract:** The legal agreement executed between Cochise County, Arizona, and the Contractor, specifically Cochise County Contract No. 14-37-PUR-03
- 1.4 **May:** Indicates something that is not mandatory but permissible
- 1.5 **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the bid/proposal as non-responsive.
- 1.6 **Should:** Indicates something that is recommended but not mandatory. If the Bidder/Proposer fails to provide recommended information, the County may, at its sole option, ask the Bidder/Proposer to provide the information or evaluate the bid/proposal without the information.
- 1.7 **Will:** Indicates an expression of intent, but is not binding
- 1.8 **Solicitation:** An Invitation for Bids ("IFB") or Request for Proposals ("RFP")
- 1.9 **Responsible Bidder or Offeror:** Individual, partnership, or corporation who has the capability to perform the Contract requirements and the integrity and reliability that will assure good faith performance
- 1.10 **Responsive Bidder or Offeror:** Individual, partnership, or corporation who submits a bid or proposal that conforms in all material respects to the Invitation for Bids or Request for Proposals

2.0 Preparation of Bid/Offer:

It is the responsibility of all bidders/offers to thoroughly examine the entire Invitation for Bids/Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date.

- 2.1 **Form; No Facsimile or Telegraphic Offers:**
A bid/offer shall be submitted on the forms provided in this solicitation or photocopies of those forms. A facsimile, telegraphic or Mailgram bid/offer shall be rejected.
- 2.2 **Typed or Ink; Corrections:**
The bid/offer must be typed or in ink. The person signing the bid/offer must initial erasures, interlineations or other modifications in the bid/offer in ink. Modifications will not be permitted after bids/offers have been opened.
- 2.3 **Bid/Proposal Form; Original Signatures:**
The Bid Form/Proposal Form within the solicitation must be submitted with the bid/offer and must include an original signature by a person authorized to sign the bid/offer. The signature shall signify the bidder/offeror's intent to be bound by the bid/offer and the terms of the solicitation. Failure to submit an original signature with the bid/offer shall result in rejection of the bid/offer.
- 2.4 **Exceptions to Terms and Conditions:**
A bid/offer that takes exception to a material requirement of any part of the solicitation, including a material term and condition, shall be rejected.

3.0 Inquiries:

All inquiries related to this solicitation shall be directed to the Senior Buyer unless otherwise stated in the solicitation.

3.1 Submission of Inquiries:

The Senior Buyer or the contact person identified in the solicitation may require that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry since it may be identified as an offer and not be opened until after the bid/offer due date and time.

3.2 Timeliness:

The Senior Buyer shall receive any inquiry at least seven (7) days before the bid/offer due date and time. Failure to meet this time requirement may result in the inquiry not being answered.

3.3 No Right to Rely on Verbal Responses:

Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation addendum. A Bidder/Offeror may not rely on verbal responses to its inquiries.

4.0 Submission of Offer:

Bids/offers should be fully completed and in a sealed envelope/package BEFORE delivery to the Procurement Department. The Procurement Department will not provide the use of telephones or any packaging materials for the use of the bidder/offeror in the preparation or delivery of the bid/offer.

Bids/proposals shall be received at:

**Cochise County Procurement Department
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

until the time and date cited above in the cover page. **Sealed bids/proposals must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above.** Late bids shall be returned unopened. Electronic format bids/proposals will not be accepted unless specifically required in the solicitation.

4.1 Sealed Envelope or Package:

Each bid/offer shall be submitted in a sealed envelope or package that identifies its contents as:

IFB 14-37-PUR-03, Legal Advertising

The name and address of the firm/individual submitting the Bid/Proposal must be clearly indicated on the outside of the envelope or package containing the offer. **Bids/offers that are not in sealed envelopes or packages WILL NOT BE ACCEPTED.**

4.2 Addenda:

Each solicitation addendum shall be signed with an original signature by the person signing the bid/offer, and shall be submitted no later than the bid/offer due date and time. Failure to return a signed copy of a material solicitation addendum shall result in rejection of the bid/offer.

4.3 Late Bids/Offers:

A bid/offer received after the exact bid/offer due date and time shall be rejected. The bid/proposal will be returned unopened to the Bidder/Offeror.

4.3.1 The Official Time Clock is located in the Procurement Department. All times referred to in this solicitation are determined by this clock.

- 4.4 Overnight Delivery Service:**
Overnight delivery services **do not** deliver overnight to the Bisbee area. Shipment of bids/offers should be made with adequate allowances for slow delivery time.
- 4.5 Bid/Offer Amendment or Withdrawal:**
A bid/offer may not be amended or withdrawn after the offer due date and time.
- 4.6 Public Record:**
Under applicable law, all bids/offers are public records and must be retained by the County. Bids are public records upon opening. Offers are open to public inspection after Contract award. If a bidder/offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its bid/offer detailing the reasons why that information should not be disclosed. The County shall make a final determination whether or not the information is confidential. If it is determined that the information may be disclosed, the bidder/offeror shall be informed in writing of such determination.
- 5.0 Offer Acceptance Period:**
In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date, unless otherwise stated in the solicitation.
- 6.0 Taxes:**
The County is subject to State of Arizona and other Government Agency taxes imposed within Arizona. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price.
- 7.0 Cost of Bid/Offer Preparation:**
The County will not reimburse any Bidder/Offeror the cost of responding to a solicitation.
- 8.0 Certifications, Disclosure, and Disqualification:**
- 8.1 Non-collusion, Employment and Debarment:**
By signing the Bid/Proposal Page or other official Contract form, the Bidder/Offeror certifies that:
- 8.1.1** It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid/offer; and
- 8.1.2** It does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.
- 8.2 Disclosure:**
If a Bidder/Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Bidder/Offeror shall disclose that information in its bid/offer. Failure to do so shall result in rejection of the bid/offer.
- 8.3 Disqualification:**
The bid/offer of a Bidder/Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- 9.0 Award of Contract::**
The Board of Supervisors will award the Contract to the lowest and best bidder, as determined in the discretion of the Board. The pricing portion of the bid shall be based on the price per column inch. The Board may base its decision upon a number of factors, including but not limited to the number of readers and subscribers, the area of distribution, the total cost to the County, and the convenience of publication service for County staff.

9.1 Waiver and Rejection Rights:

Notwithstanding any other provision of the solicitation, the County reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all bids/offers or portions thereof; or
- Cancel a solicitation

10.0 Contract Inception:

A response to a solicitation is an offer to Contract with the County based upon the terms, conditions and specifications contained in the County's solicitation does not become a Contract unless and until it is awarded by the Board of Supervisors. A Contract has its inception in the award document, eliminating a formal signing of a separate Contract. For that reason, all of the Terms and Conditions of the procurement Contract are contained in the solicitation, unless any of the Terms and Conditions are modified by a solicitation addendum, a Contract amendment, or by mutually agreed upon terms and conditions in the Contract documents.

11.0 Protests:

A protest shall comply with and be resolved according to the Cochise County Procurement Policy, Section 15, Legal and Contractual Remedies. Any interested party may protest a solicitation, a proposed award, or the actual award of a contract. All written protests will be reviewed and receive a written response. Protests may be transmitted by facsimile machine.

Bidders should first contact the Procurement Division by telephone with their questions regarding a solicitation, award or proposed award as the first step of the protest process. Frequently the questions or problems can be resolved in this manner. Lodging a verbal protest does not preclude filing a formal written protest.

Time for filing protests:

- Protests regarding alleged improprieties in a solicitation that are apparent before the solicitation opening shall be filed five (5) working days before the solicitation opening
- Protests regarding materials included by addendum and received less than five (5) working days before the solicitation opening shall be submitted with the bid.
- Protests regarding a proposed award shall be submitted as soon as known or by the date of award.
- Protests regarding the actual award of a contract shall be filed within five (5) working days of the contract award or within five (5) working days of the mailing of the notice of award, whichever is later.

A formal protest must be in the form of a letter from the protester to the Procurement Director. It must include:

- The name, address and telephone number of the protester and the signature of the protester or its representative;
- The name and number of the solicitation that is being protested
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
- The form of relief requested

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**INVITATION for BIDS #IFB 14-37-PUR-03
Legal Advertising**

12.0 Order of Precedence:

In the event of a conflict in the provision of this solicitation, the following shall prevail:

- Special Terms and Conditions
- General Terms and Conditions
- Specifications or Scope of Work or Services
- Documents referenced in the solicitation
- Special Instructions to Bidders/Offerors
- General Instructions to Bidders/Offerors

PART THREE
SPECIAL INSTRUCTIONS TO BIDDERS/PROPOSERS

1.0 Bidder/Offeror's Contacts:

- 1.1** All questions regarding this solicitation, including technical specifications, solicitation, process, etc., must be directed to Terry Rutan, Senior Buyer, at (520)432-8392. The bidder/offeror shall not contact or direct inquiries concerning this solicitation to any other County employee unless the solicitation specifically identifies a person other than the Senior Buyer as a contact.
- 1.2** Bidders/offerors may not contact the employees of Cochise County concerning this solicitation while the bid/proposal evaluation process is in progress.

2.0 Pre-bid/Proposal Conference:

A pre-bid conference will not be held.

3.0 Bid/Proposal Format:

One (1) original and three (3) copies of each bid must be submitted on the forms and in the format specified in the solicitation. The original copy of the bid should be clearly labeled "**ORIGINAL**". Failure to include the requested information may have a negative impact on the evaluation of the bid. **Do not submit bids in ring binders.**

3.1 Submittals:

The complete bid packet shall be submitted in response to this solicitation and must include:

- Completed Bid Form
- Affidavit of Compliance
- Form of Agreement completed as per instructions in Part Seven
- A sample of print, including a legal notice or classified ad.
- A local rate card

Failure to submit these items shall result in rejection of the bid.

4.0 Unnecessarily Elaborate Responses:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete an effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of cost consciousness. Elaborate artwork, expensive paper and binding, and expensive visual and other presentations are neither necessary nor desired.

5.0 Alternate Bids:

Bids submitted as "equals" or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraphs and page numbers and adequately defining the exception submitted. Detailed product or service literature, suitable for evaluation, must be submitted with the bid. If no exceptions are requested, the County will expect and require complete compliance with the specifications and all conditions of purchase.

6.0 Subcontractors:

Bidder must list any subcontractor that will be used in performance of services herein. Include detail on respective qualifications for each subcontractor listed.

7.0 Bid Rejection:

Submission of additional terms, conditions, and/or agreements with the bid will result in bid rejection.

PART FOUR
SPECIFICATIONS

1.0 Background And Objective:

Cochise County is seeking qualified firms or organizations to provide publication of legal advertising for all County departments. Legal advertising is that which is required by statute for all County Departments. This may include Publication of Solicitation Notices, election proclamations, Treasurer's Notice of Tax Sales, Board of Supervisors' Notice of Land Sales, the County's tentative budgets and other public notices as required or authorized to be published at County expense. This does not include advertising, publishing or printing that is required by statute to be done in a location other than that of the official newspaper of the County. This specification establishes requirements for legal advertising.

The Board of Supervisors will award the Contract to the lowest and best bidder, as determined in the discretion of the Board. The pricing portion of the bid shall be based on the price per column inch. The Board may base its decision upon a number of factors, including but not limited to the number of readers and subscribers, the area of distribution, the total cost to the County, and the convenience of publication service for County staff.

2.0 Definitions:

Terminology used in this specification is intended to be generic in nature and consistent with meanings that have been defined through general use and/or accepted trade practices. Where variant meanings may exist, the Senior Buyer will determine the applicable interpretation. For the purposes of this solicitation, the following definitions shall apply:

2.1 Newspaper:

As defined in A.R.S. §39-201: □ publication regularly issued for dissemination of news of a general and public character at stated short intervals of time. Such publication shall be from a known office of publication and shall bear dates of issue and be numbered consecutively. It shall not be designed primarily for advertising, free circulation or circulation at nominal rates, but shall have a bona fide list of paying subscribers.

3.0 Scope of Work:

ALL QUANTITIES LISTED ARE ESTIMATES ONLY. ACTUAL USAGE BY THE COUNTY CAN AND DOES VARY FROM YEAR TO YEAR.

3.1 General Requirements:

The newspaper must meet or exceed the following requirements:

- 3.1.1** Be a newspaper that for at least one (1) year has been admitted to the United States mail as second class matter.
- 3.1.2** Meet all current and future applicable U. S. Postal regulations.
- 3.1.3** Be printed and published within Cochise County
- 3.1.4** Provide a sample of print, including a legal notice or classified ad. This representative sample shall establish the standard for legibility and print quality that will be used to evaluate the Contractor's performance pursuant to this contract.
- 3.1.5** Provide a local rate card. Bid prices shall not exceed the rate per column inch, per insertion, charged for legal advertising as shown on the Contractor's local rate card.
- 3.1.6** Submit a completed Affidavit of Compliance as required by A.R.S. §39-201.
- 3.1.7** Provide the County with one (1) contact person who will be responsible for answering all questions pertaining to this contract.

3.1.8 Provide the County Treasurer with three hundred (200) copies of the published Treasurer's Notice of Tax Sales. This shall be published as an insert to the newspaper. The cost for these copies must be specified on the Bid Form.

3.1.9 Publish the County's annual tentative budgets

3.2 Publishing Requirements:

3.2.1 Publication:

All copy shall be published in the next regular issue (or initially published if more than one (1) publication is required) or on the specified dates of the publication subject to receipt of camera-ready or draft for typesetting copy prior to copy deadline unless publication within this time frame is prevented by unforeseen circumstances beyond the control of the Contractor, or unless otherwise directed by the County.

- All legal advertisements shall appear in each copy of the newspaper bearing the specified date of publication regardless of distribution method.
- Contractor shall republish at no charge to the County any incorrect ads caused by the Contractor's error or omissions. Ads deemed by the County to be substantially impaired due to inadequate legibility, insufficient distribution or late publication shall be republished at no charge to the County. The County may choose to refuse payment for the above reasons if a republication would be of no value to the County. Failure to correct errors or omissions in future publications shall be cause for termination of the Contract.

3.2.2 Copy:

All copy shall be considered in camera-ready form suitable for enlargement or reduction as necessary, unless it is specified by the requesting department that the copy be typeset. A proof may be requested for approval on all typeset copy.

- Camera-ready copy is defined a typed, clean copy with no filled-in letters or other copy deficiencies that would prevent a clear printing in the newspaper. The Contractor shall contact the department placing the ad to notify it that the copy shall have to be typeset by the printer unless the department provides acceptable copy before the deadline.
- Copy may be submitted on an IBM compatible ASCII format diskette, or electronically (e-mail). If the format is not considered camera-ready (with enlargement or reduction as necessary) then additional charges for processing such submissions must be specified on the Bid Form. The requesting department may ask for a proof copy before publishing.
- All legal notices shall be printed such that it shall minimize costs wherever possible but shall conform to reasonable standards of readability. Unless otherwise specified, copy shall be no larger than 6-point type size and no less than eleven (11) lines per column inch. All typeset copy shall be single-spaced unless requested to be otherwise. Any legal notice to be printed in any format other than standard two-inch (2") columns must be reviewed and approved by the requesting County department before publication. Billable column inches shall be calculated based on the agreed-to format divided by the number of two-inch (2") columns.

3.2.3 Proof of Publication:

Contractor shall provide a proof of publication on each single publication or following a series of multiple publications. The affidavit shall be submitted at the same time as the invoice or within five (5) days of the advertisement date or the final date of a multiple publication ad, whichever is sooner.

4.0 Invoicing:

Each County department requesting publication of legal advertising shall be billed separately, with a separate account number, and referencing a Purchase Order number if requested by the department.

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- 4.1** Each invoice shall reflect the number of column inches, whether the copy was camera-ready or typeset, and the appropriate rate including all costs of publication.
- 4.2** Second insertions (duplicate) shall be charged at the same fixed rate whether original copy was camera-ready or typeset.
- 4.3** Cochise County has implemented a purchasing card program through Bank of America. Participating vendors may receive payment from the County via this purchasing card program. Bidder/Offerors should consult with their servicing bank to discuss this program and all applicable fees.
- 4.4** The contractor shall provide each department with a monthly statement showing all charges made by the newspaper and the payments made by the County, along any adjustments made and a resulting balance.

5.0 Exhibits and Attachments:

See Part Eight for Exhibits and Attachments relevant to this Scope of Work.

PART FIVE

SPECIAL TERMS AND CONDITIONS

- 1.0 Bid/Proposal Opening:**
Bids/proposals shall be opened publicly at the time and place designated on the cover page of this document.
- 1.1 Bids:**
Bids shall be read publicly and recorded.
- 1.2 Proposals:**
The name of each offeror shall be read publicly and recorded. Proposals shall not be subject to public inspection until after the Contract award.
- 2.0 Offer Acceptance Period:**
In order to allow for an adequate evaluation, the County requires a bid/offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
- 3.0 Award of the Contract:**
The Board of Supervisors shall award the Contract to the lowest and best bidder, as determined in the discretion of the Board. The Board may base its decision upon a number of factors, including but not limited to the number of readers and subscribers, the area of distribution, the total cost to the County, and the convenience of publication service for County staff.
- 4.0 Effective Date of Contract:**
Approval of the award by the Board of Supervisors, countersigned by the Clerk of the Board is the conditions precedent to the effectiveness of this Contract.
- 5.0 Upon Award of the Contract:**
The successful Bidder shall sign and file with the County, within ten (10) days after notification of Award, all documents necessary to the successful execution of the Contract, to include contract documents, Form of Agreement, and insurance certificates and bonds as required.
- 6.0 Term of the Contract:**
The term of the Contract shall be from July 1, 2014, through June 30, 2015.
- 7.0 Confidential Information:**
If a person believes that any portion of proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Senior Buyer should be so advised in writing. The County shall review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information unless the person utilizes the "Protest" provision listed elsewhere in this solicitation.
- 8.0 Suspension or Debarment Status:**
If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the Bidder or Offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a Contract. The County may also exercise any other remedy available by law.
- 9.0 Authorization for Orders:**
Authorization for purchases under the terms and conditions of this Contract shall be made only upon issuance of a Purchase Order or use of a County issued purchasing card. A separate delivery release shall be issued against the purchase Order, either in writing or by telephone.

10.0 Requirements Contract:

During the period of the Contract, the Contractor shall provide all the services/materials described in the Contract. The Contractor understands and agrees that the County shall have no obligation to the Contractor if no services are required. Any quantities that are included in the Scope of Work reflect the current expectations of the County for the period of the Contract. **The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount of the service/materials as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the County may require services/materials in an amount less than or in excess of the estimated annual Contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.**

11.0 Compensation and Method of Payment:

In consideration of the performance of the services described in the specifications/scope of work, the County shall pay the Contractor the sum or amounts as set forth in the Bid Form herein, and the Contractor shall charge the County only in accordance with those same amounts.

11.1 The County shall pay the Contractor within thirty (30) days following the receipt of itemized invoices for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice.

12.0 Exclusive Possession:

Information and public records are provided by Cochise County under this contract only for the purpose of publication of legal advertisements on behalf of the County. Public records and information may be used for other commercial purposes only upon specific request, made pursuant to the requirements of A.R.S. §38-121.03.

13.0 Submission of Copy for Publication:

Cochise County agrees to submit such copy as it may desire to be published no later than the Contractor's established deadline for receipt of advertising unless specifically agreed otherwise in writing by the parties. It is further understood and agreed that the County is not obligated herein to submit said copy in any specific form, format or configuration except that the County agrees that all such copy shall be legible and readable.

14.0 Legibility:

The representative sample of publication submitted with the Contractor's bid shall establish the standards for legibility and print quality that shall be used to evaluate the Contractor's performance pursuant to this contract. In the event that any insertion materially deviates from these standards, the County may decline to pay for said insertion. If the deviation is not corrected in insertions subsequent to notice by the County of such deviation, the County may terminate this contract upon notice of intent to terminate.

14.1 If, prior to any publication or republication pursuant to this contract, the Contractor determines that it cannot meet the legibility or print quality standards, as set forth herein, with the time limits established for publication, it shall immediately notify the County. Following such notice, the County, at its option, may cause publication to be made in another newspaper or may cause the insertion to be printed by another publishing firm and inserted in the Contractor's newspaper. All costs for printing or publication shall be the sole responsibility of the Contractor. Unless the Contractor's inability to perform is the result of unforeseen circumstances beyond the Contractor's control, the County may terminate this contract on receipt of notice or inability to perform by notice to the Contractor of intent to terminate. If the County receives two (2) notices of inability to perform within the effective term of this contract, the County may terminate by Notice of Intent to Terminate, regardless of the reason for the inability to perform.

15.0 Publication Time:

Time is of the essence with respect to the publication services required by this contract. The Contractor understands and agrees that, in the event that material submitted by the County is not published within the time limit specified in this contract, the County may, at its sole discretion, decline to pay any charges for publication of said material. Any such decision not to pay shall in no way excuse the Contractor from its obligation to publish said material at the earliest possible time.

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16.0 Compliance with Legal Requirements:

The Contractor shall comply with all applicable statutes, regulations, ordinances and other legal requirements including but not limited to Title 39, Chapter 2 of the Arizona Revised Statutes (Section 39-201 et seq.)

17.0 Contract Management Conference:

The Contractor shall attend, at a time mutually convenient to the parties, a contract management conference. At the conference the parties may clarify any matters pertaining to their performance pursuant to this contract and establish such procedures as may be required to ensure proper performance.

18.0 Contract Management and Contacts:

To the greatest possible extent, the Contractor shall address matters involving individual insertions with the designated representative of the office or department responsible for the insertion. Procedural issues involving payments shall be directed to the County Finance Department. Matters involving contract interpretation shall be directed to the Senior Buyer, who shall be responsible for administering this contract. Amendments to this contract may be authorized only by formal action of the Board of Supervisors.

19.0 Contract Performance; Reporting:

Departments utilizing the Contractor's services pursuant to this contract shall be asked to evaluate the Contractor's performance prior to the expiration of the contract and to report instances of unsatisfactory performance to the Senior Buyer as they occur. Evaluations and reports shall be made as part of the contract file and may be utilized to enforce compliance with the provisions of the contract and to evaluate the Contractor's eligibility for future contract awards.

20.0 Insurance:

The Contractor agrees to obtain and maintain insurance coverage during the effective term of this contract in an amount and of a kind sufficient to protect the Contractor and the County from actions and claims arising from the Contractor's performance under the terms of this contract. The Contractor shall provide a current certificate of insurance to the County prior to approval of this agreement.

PART SIX

GENERAL TERMS AND CONDITIONS

1.0 Certification:

By signature on the Bid Page/Proposal Form of this solicitation the Bidder/Offeror certifies:

- 1.1** The submission of the bid/offer did not involve collusion or other anti-competitive practices.
- 1.2** The Bidder/Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order 75.5 and A.R.S. §31-1461 et. seq.
- 1.3** The Bidder/Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the bid/offer with a false statement shall void the bid/offer, any resulting Contract and may be subject to legal remedies provided by law.
- 1.4** The Bidder/Offeror agrees to promote and offer to the County only those materials and/or services as stated in and allowed for under resultant Contract(s) as County Contract items.

2.0 Gratuities:

The County may, by written notice to the Contractor, cancel this Contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing a Contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals, which are generally made available to eligible County Government customers, shall not be prohibited by this paragraph.

3.0 Applicable Law:

This Contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this Contract, and suits pertaining to this Contract shall be brought only in Federal or State Courts in the State of Arizona.

4.0 Arizona Procurement Code:

The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Cochise County Purchasing Policy are a part of this document as if fully set forth herein.

5.0 Legal Remedies:

All claims and controversies shall be subject to A.R.S. §12-1518 ET. al.

6.0 Contract:

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms; conditions and other requirements set for with the rest of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County of Cochise and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

7.0 Contract Amendments:

This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

8.0 Provisions Required by Law:

Each and every provision of Law and any clause required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

9.0 Termination by the County:

The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the County is received by the parties to this Contract, unless the notice specifies a later time.

9.1 This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving the thirty (30) days written notice to the Contractor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

9.2 The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The County shall issue a written ten (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:

9.2.1 Contractor provides personnel who do not meet the requirements of the contract;

9.2.2 Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the contract;

9.2.3 Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;

9.2.4 Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

9.2.5 Contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that Contractor shall not or cannot perform to the requirements of the contract.

10.0 Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract that may remain in effect without the invalid provision or application.

11.0 Relationship of Parties:

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

12.0 Interpretation - Parole Evidence:

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the

parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Cochise County Purchasing Policy is used in this Contract, the definition contained in the Policy shall control.

13.0 Assignment - Delegation:

The Contractor without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

14.0 Subcontracts:

The Contractor shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

15.0 Rights and Remedies:

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

16.0 Protests:

Protests shall be filed and shall be resolved in accordance with A.R.S. Title 41, Chapter 23, Article 9. A protest shall be in writing and shall be filed with the Purchasing Agency (procurement officer). A protest of a solicitation shall be received at the Purchasing Agency before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten days after the protester knows or should have known the basis of the protest. A protest shall include:

16.1 The name, address and telephone number of the protester;

16.2 The signature of the protester or its representative;

16.3 Identification of the Purchasing Agency and the solicitation or contract number

16.4 A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

16.5 The form of relief requested.

17.0 Warranties:

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

18.0 Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the County, its agents and employees, from and against any and all claims, damages, losses, expenses, and attorney's fees, arising out of or in connection with or incidental to the performance of this agreement, provided that such claim damage, loss, or expense:

18.1 is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and

18.2 is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

This indemnity shall not extend to the negligent acts or omissions of the County, its agents and employees, or to that portion of any joint liability that is attributable to any of them.

19.0 Overcharges by Antitrust Violations:

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

20.0 Force Majeure:

20.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement. Force Majeure shall not include the following occurrences:

20.1.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.

20.1.2 Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

20.2 If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

21.0 Right to Assurance:

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a

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demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

22.0 Records:

Pursuant to provisions of A.R.S. Title 35, Chapter 1, Article 6, §35-214 and §35-215, each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the County.

23.0 Advertising:

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the County. The County shall not unreasonably withhold permission.

24.0 Right to Inspect Plant:

The County may, at reasonable times, and at the County's expense, inspect the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded, in accordance with A.R.S. §41-2547.

25.0 Inspection:

All material, service or construction are subject to final inspection and acceptance by the County. Material, service or construction failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Compliance shall conform to the cancellation clause set forth in this document.

26.0 Exclusive Possession:

All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the County of Cochise and shall not be used or released by the Contractor or any other person except with prior written permission of the County.

27.0 Title and Risk of Loss:

The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

28.0 No Replacement of Defective Tender:

Every tender of materials must fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender. Compliance shall conform to the cancellation clause set forth within this document.

29.0 Default in One Installment to Constitute Total Breach:

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute a breach of the Contract as a whole. Compliance shall conform to the cancellation clause set forth within this document.

30.0 Shipment Under Reservation Prohibited:

Contractor is not authorized to ship materials under reservation and no tender of a Bill of Lading shall operate as a tender of materials. Compliance shall conform to the cancellation clause set forth within this document.

31.0 Liens:

All goods, services and other deliverables supplied to the County under this Contract shall be free of all Liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all Liens.

32.0 Payment:

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provision of A.R.S. Title 35.

33.0 Licenses:

Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the Contract.

34.0 Preparation of Specifications by Persons Other than County Personnel:

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

35.0 Cost of Bid Preparation:

The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

36.0 Public Record:

All bids and proposals submitted in response to this solicitation shall become the property of the County and shall become a matter of Public Record available for review, subsequent to the award notification, as provided by the Cochise County Procurement Policy.

37.0 Payment by the County:

Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of services herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service shall or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

38.0 Independent Contractor:

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Cochise County; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants or agents.

38.1 The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further the County shall not provide to the contractor any insurance coverage or other benefits, including Workers Compensation, normally provided by the County for its employees.

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**INVITATION for BIDS #IFB 14-37-PUR-03
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PART SEVEN

FORM OF AGREEMENT

1.0 Form of Agreement:

Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as "Authorized Representative" and in the lower portion under "**CONTRACTOR**". **Do not fill in the date.**

1.1 Return the completed Form of Agreement with the bid/proposal packet.

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AGREEMENT #14-37-PUR-03

BETWEEN COCHISE COUNTY

And

This Contract is made between the County of Cochise, State of Arizona (the County) whose Authorized representative is:

Terry Rutan, Senior Buyer
Cochise County Procurement Department
1415 Melody Lane, Building C
Bisbee, Arizona 85603

and the Contractor, whose complete name, address and Authorized Representative are:

This Contract is designated by the County as No. 14-37-PUR-03, Legal Advertising

The County and Contractor agree as follows:

Article I. Contract Documents: The Contract Documents consist of this Agreement; the Cochise County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.

Article II. Contract Performance: The Contractor shall provide all of the materials, equipment, and services required by the Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:

Article III. Date of Commencement and Completion: The Contractor shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:

As specified in Contract Documents

Article IV. Payment: The County shall pay the Contractor in the amounts and at the times or events stated below:

Payment as specified in Contract Documents

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
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This Agreement is entered into this _____ day of _____ 2014

CONTRACTOR:

APPROVED BY:

COCHISE COUNTY BOARD OF SUPERVISORS

Authorized Signature

Ann English
Chair

Print Name and Title

ATTEST:

REVIEWED BY:

COCHISE COUNTY
PROCUREMENT DEPARTMENT

Arlenthe Rios
Clerk of the Board

Terry Rutan, Senior Buyer

APPROVED AS TO FORM

Office of the Cochise County Attorney

PART EIGHT

EXHIBITS AND ATTACHMENTS

1.0 Exhibit 1:

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT THE FOLLOWING LISTED UNITS WILL BE MADE AVAILABLE FOR PUBLIC SALE THROUGH PUBLIC AUCTION PURSUANT TO A.R.S. §42-18303, ET. SEQ. ON MONDAY, NOVEMBER 17, 2008 AT 10:00 A.M. IN THE BOARD OF SUPERVISORS HEARING ROOM LOCATED AT 1415 W. MELODY LANE, BUILDING G, BISBEE, ARIZONA. THIS FACILITY IS HANDICAPPED ACCESSIBLE. ALL SALES WILL BE CONSUMMATED AT THE TIME OF PUBLIC AUCTION. THIS IS A SALE OF REAL ESTATE WITHIN THE COUNTY HELD BY THE STATE BY TAX DEED.

PERSONS WISHING TO MAKE A SEALED BID IN PERSON OR BY MAIL MAY DO SO BY PRESENTING SUCH BID TO THE CLERK OF THE BOARD OF SUPERVISORS, 1415 W. MELODY LANE, BUILDING G, BISBEE, ARIZONA 85603 ALONG WITH TWO CASHIERS CHECKS, ONE IN THE AMOUNT OF THE BID AND THE OTHER IN THE AMOUNT OF \$50.00 (ADMINISTRATIVE FEE) BY 5:00 P.M. ON FRIDAY, NOVEMBER 14, 2008. ALL SUCH BIDS MUST BE SEALED AND IDENTIFIED ON THE OUTSIDE OF THE ENVELOPE WITH THE UNIT NUMBER, NAME AND ADDRESS OF SUBMITTER. SUCH SEALED BIDS WILL BE OPENED AND PRESENTED AS THE FIRST BID ON ANY ADVERTISED UNIT AT THE BEGINNING OF THE PUBLIC AUCTION OF THAT UNIT.

ANYONE WISHING TO BID PUBLICLY MAY DO SO AT THE TIME AND PLACE NOTED ABOVE FOR THE PUBLIC SALE SUBJECT TO THE REQUIREMENTS LISTED BELOW.

ANYONE WISHING TO DESIGNATE AN AGENT TO BID ON THEIR BEHALF MUST SUBMIT A NOTARIZED LETTER INDICATING SO AND SUBJECT TO THE REQUIREMENTS LISTED BELOW.

A MINIMUM BID SET BY THE BOARD OF SUPERVISORS WILL BE ASSIGNED TO EACH UNIT AND PARCEL. A ONE-TIME ADMINISTRATIVE FEE OF \$50.00 WILL BE COLLECTED PER SUCCESSFUL BIDDER AT TIME OF PAYMENT.

NOTES:

- (1) ALL PROPERTIES ARE SOLD ON AN "AS IS BASIS." THE COCHISE COUNTY BOARD OF SUPERVISORS STRONGLY RECOMMENDS THAT ALL PERSONS INTERESTED IN THE SUBJECT UNITS CONTACT THE COCHISE COUNTY PLANNING DEPARTMENT AT (520) 432-9450 TO DETERMINE BASIC ZONING REQUIREMENTS APPLICABLE TO SAID UNITS. A TAX PARCEL NUMBER, LEGAL DESCRIPTION OR COUNTY-ASSIGNED RURAL ADDRESS WILL NEED TO BE PROVIDED TO REQUEST THIS INFORMATION. UNITS FAILING TO MEET APPLICABLE ZONING REGULATIONS MAY BE INELIGIBLE FOR BUILDING PERMITS.
- (2) THE BOARD OF SUPERVISORS WILL EXECUTE AND DELIVER TO THE PURCHASER A DEED CONVEYING THE TITLE OF THE STATE IN AND TO THE PURCHASED PROPERTY FREE OF ALL LIENS (EXISTING EASEMENTS REMAIN). BACK TAXES DUE ON THE PARCELS PUT UP FOR AUCTION WILL BE ELIMINATED AND WILL NOT BE PAID BY THE SUCCESSFUL BIDDER. DEEDS WILL BE ISSUED ONLY IN THE NAME OF THE SUCCESSFUL BIDDER AS INDICATED ON THE APPLICATION BID NUMBER FORM.

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- (3) PROPERTIES NOT SOLD AT AUCTION WILL BE OFFERED ON A CONTINUING DAY TO DAY BASIS UNTIL SOLD THROUGH THE BOARD OF SUPERVISORS OFFICE .
- (4) CERTAIN TITLE COMPANIES MAY, AT THEIR DISCRETION, REFRAIN FROM OFFERING TITLE INSURANCE FOR THESE UNITS IN CONNECTION WITH A RE-SALE. POTENTIAL BUYERS ARE ADVISED TO CONSULT WITH THEIR TITLE COMPANIES OR LEGAL ADVISERS REGARDING THIS ISSUE.
- (5) INQUIRIES REGARDING COMPLIANCE WITH ADA PROVISIONS, ACCESSIBILITY OR ACCOMMODATIONS REGARDING THE AUCTION SITE CAN BE DIRECTED TO CHRIS MULLINAX, SAFETY/LOSS CONTROL ANALYST, AT (520) 432-9297.
- (6) INFORMATION REGARDING THE LIST OF PARCELS FOR SALE, A COUNTY MAP INDICATING THE APPROPRIATE LOCATIONS OF THE PARCELS AS WELL AS TERMS AND CONDITIONS RELATED TO THIS SALE CAN BE SEEN AT
WWW.COCHISE.AZ.GOV

KATIE HOWARD, CLERK
COCHISE COUNTY
BOARD OF SUPERVISORS

**COCHISE COUNTY
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BOARD OF SUPERVISORS LAND AUCTION / 2002

UNIT NAME	LEGAL DESCRIPTION			
ASSESSED CURRENT UNPAID				
VALUE YR.TAXES TAXES ZONING				
1 STEWART TITLE & TRUST TR #0765				
VALLEY SPRINGS #3 LOTS 2 & 1 TR 13				
\$448	\$114			
\$3,054	RU-4			
	PARCELS 103-28-095-1 & 096-4			
2 STEWART TITLE & TRUST TR #0765				
VALLEY SPRINGS #3 LOTS 7, 6 & 5				
\$1,344	\$171			
\$4,581	RU-4			
	TR 13			
	PARCELS 103-28-114-3, 115-6 & 116-9			
3 CIENEGA SIERRA VISTA APT, INC				A
POR OF SW BY M & B BEG 1765.63'				
\$198	\$25			
\$779	Sierra Vista			
	E OF W1/4 COR; THN S 89DEG 41MIN			
	E 180.096'; THN S 56DEG 32MIN W			
	592.70'; THN S 35DEG 56MIN W			
	327.50'; THN S 45DEG 51MIN W			
	254.94'; THN S 37DEG 16MIN W 50.25'			
	N 52DEG 43MIN W 100'; THN N 37DEG			
	16MIN E 58.05'; THN N 45DEG 51MIN E			
	253.77'; N 35DEG 56MIN E 336.99';			
	THN N 56DEG 32MIN E 461.12' TO POB.			
	AKA PORTION OF COYOTE WASH. SEC 6			
	TWN 22 S RNG 21 E OF GSRB & M			
	PARCEL 107-51-353-4			
4 MARGARET L DAVIS	ARIZONA SUN SITES #9 LOTS 2, 3 & 4	\$144	\$18	\$597 SR-22
	BLK 852			
	PARCELS 114-02-022-3, 023-6 & 024-9			
5 DONALD R LAIMON	ARIZONA SUN SITES #9 LOT 20 BLK 862	\$48	\$6	\$199 SR-22
THOMAS G LAIMON	PARCEL 114-02-240-9			
6 RHEA M OHL	ARIZONA SUN SITES #9 LOT 15 BLK 864	\$48	\$6	\$134 SR-22
	PARCEL 114-02-275-1			
7 PHILIP & MARIE G SERIO	ARIZONA SUN SITES #9 LOTS 17 & 18	\$96	\$12	\$595 SR-22
ROBERT G & PHYLLIS L HARDY	BLK			
873				
	PARCELS 114-02-457-3 & 458-6			
8 MERLE EFFING	ARIZONA SUN SITES #10 LOTS 3, 4, 5,	\$288	\$36	\$2,505
PAUL M & PEARL E KIMBALL	20, 21			
& 22 BLK 886				
C/O JOHN H KIMBALL	PARCELS 114-03-003-1, 004-4, 005-7,			
	020-0, 021-3 & 022-6			
9 MERLE EFFING	ARIZONA SUN SITES #10 LOTS 7 & 8	\$96	\$12	\$358 SR-22
	BLK 886			
	PARCELS 114-03-007-3 & 008-6			
10 LEWIS MAXWELL SOWERS				
ARIZONA SUN SITES #10 LOTS 14, 15 &				
\$144	\$18			
\$597	SR-22			
HAROLD RICHARD SOWERS				16
BLK 888				
	PARCELS 114-03-230-3, 231-6 & 232-9			

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11	LINDELL H & FLORENCE C BONNEY ARIZONA SUN SITES #10 LOTS 13 & 14	\$96	\$12	\$874	SR-22			
	JOHN P MCCOLLUM, JR ROBERTA A MCCOLLUM PARCELS 114-05-121-6 & 122-9 AKA ROBERTE A MCCOLLUM			BLK 912				
12	LINDELL H & FLORENCE C BONNEY ARIZONA SUN SITES #10 LOT 23 BLK	\$48	\$6	\$730	SR-22			
				915 PARCEL 114-05-191-9				
13	ALLEN K GILLETTE CARLOS & MARIA DE LEON			ARIZONA SUN SITES #10 LOTS 13, 14 & 15		\$144	\$18	\$1,053
	BLK 955 TRACY DE LEON			PARCELS 114-08-013-5, 014-8 & 015-1				
14	PEARLE S WESTCOTT AKA PEARLE S WESCOTT			ARIZONA SUN SITES #10 LOTS 6, 7 & 8 BLK		\$144	\$18	\$597 SR-22
	956 HARLAN J & LELIA E HENDERSON PARCELS 114-08-030-4, 031-7 & 032-0							
15	PEARLE S WESTCOTT AKA PEARLE S WESCOTT			ARIZONA SUN SITES #10 LOTS 1, 2 & 3 BLK		\$144	\$18	\$597 SR-22
	966							
16	LUCY C KOSICK C/O BETTY KOSICK	\$58	\$6	\$299	SR-22			
				PARCELS 114-08-235-3, 236-6 & 237-9 ARIZONA SUN SITES #4 W 50' OF E 485.45' OF N1/2 OF BLK 590 PARCEL 115-05-317-6				
17	DEXTER T WHITE SR HELEN WHITE C/O DONALD R WHITE FRANK A & DOROTHY A FLOWER			ARIZONA SUN SITES #4 LOTS 9, 10 & 11 BLK 552 PARCELS 115-07-235-7, 236-0 & 237-3		\$384	\$27	\$1,837
18	ELOISE COLE C/O COCHISE TITLE AGENCY INC			ARIZONA SUN SITES #4 LOTS 5 & 6 BLK		\$230	\$18	\$1,148
	554							
19	DEXTER T WHITE SR HELEN WHITE C/O DONALD R WHITE			PARCELS 115-07-271-1 & 272-4 ARIZONA SUN SITES #4 LOTS 8 & 13 BLK 560 PARCELS 115-08-062-4 & 067-9		\$256	\$18	\$638 SR-22
20	ROSE L LILLY C/O JOHN HEDDEN			ARIZONA SUN SITES #4 LOT 16 BLK 560 PARCEL 115-08-070-7		\$128	\$9	\$402 SR-22
21	RALPH R & ESTHER L HILLEARY ARIZONA SUN SITES #4 LOT 22 BLK 570	\$115 \$806		\$9 SR-22 PARCEL 115-08-280-0				
22	LARRY W & SHARON V HENRY ARIZONA SUN SITES #2 LOT 5 BLK 252	\$128 \$737		\$9 SR-43 PARCEL 115-09-067-2				
23	LAWRENCE H & LETHA G HENRY ARIZONA SUN SITES #2 LOT 7 BLK 252	\$128 \$737		\$9 SR-43 PARCEL 115-09-069-8				

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24	EDGAR J & MYRA A FULLER	ARIZONA SUN SITES #4 LOT 16 BLK 620			
\$128			\$9		
\$696		SR-22			
		PARCEL 115-12-016-2			
25	JENNIE P BRESAK	ARIZONA SUN SITES #4 LOTS 13 & 14	\$230	\$18	\$535 SR-22
	RAYMOND G & ELSIE B KNAPP	BLK			
477					
		PARCELS 116-06-013-3 & 014-6			
26	CHARLES BAILEY	ARIZONA SUN SITES #1 LOT 11 BLK 138	\$115	\$9	\$280 SR-43
		PARCEL 116-09-151-9			
27	SALLY BAILEY	ARIZONA SUN SITES #1 LOTS 4, 5, 6,			
\$575		\$65			
\$1,720		SR-43			
	PETER STEENHUSEN JR	12 &			
13	BLK 147				
	HAZEL H MAERZ	116-09-276-9, 277-2, 278-5, 284-2			
		& 285-5			
28	VIRGIL PADIEN & LENA MAE				
	ARIZONA SUN SITES #4 LOTS 16 & 17				
\$230		\$18			
\$1,179		SR-22			
	LOWERY	BLK 527			